

UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
1700	08/10/99	Authorize PennDOT Agility Agreement
1701	09/14/99	Authorize Raising of Sanitary Sewer Manhole Covers
1702	09/14/99	Accepting Local Sponsorship for Ardsley Drainage by Department of Environmental Protection
1703	09/14/99	Permit to Install and Operate Flashing Warning Signal at Butler Pike
1704	10/12/99	Approve Preliminary Land Development Plan – 500 Virginia Drive
1705	10/12/99	Designate Township Manager as Agent for Public Disaster Assistance
1706	10/12/99	Amend Act 537 Plan, Prudential
1707	11/09/99	Accept Deeds of Dedication for Sanitary Sewer Easements Coughlan Tract
1708	11/09/99	Grant Prudential Insurance Co. Preliminary Subdivision Approval for Lots 1 through 5; Preliminary Land Development Approval for Buildings I and II ; and Preliminary Land Development Approval For Buildings III, IV and V
1709	11/09/99	Approve Preliminary and Final Land Development – Loeb, 539 Limekiln Pike
1710	11/09/99	Accept Dedication of Public Improvements Jarrett Ridge
1711	11/09/99	Accept Deed of Dedication Dublin Hunt II – Cross County Bike Trail
1712	11/09/99	Philadelphia Sewer Treatment Plan Control Regulations
1713	11/09/99	PennDOT Snow Removal Agreement
1714	11/09/99	PennDOT Traffic Signal Maintenance Agreement
1715	11/09/99	Police Officer to Attend Basic Training

1716	12/14/99	Budget Adoption 2000
1717	12/14/99	Adopt Private Streets Policy
1718	12/14/99	Sewer Planning Modules 740 Tennis Avenue
1719	12/14/99	Application for Act 339 Grant Wastewater Treatment Plant
1720	12/14/99	Accept Public Improvements – Forrest Creek
1721	01/11/00	Application for Assistance for Traffic Signal Upgrade Program
1722	01/11/00	Welsh Road & Computer Avenue Traffic Signal Permit
1723	01/11/00	Welsh Road & Dreshertown Road Traffic Signal Permit
1724	01/11/00	Welsh Road & Blair Mill Road Traffic Signal Permit
1725	01/11/00	Welsh Road & New Prudential Access Traffic Signal Permit
1726	01/11/00	Dreshertown Road & Beacon Hill Road Traffic Signal Permit
1727	02/08/00	Accept Street Deed of Dedication 1580 Ft. Washington Avenue
1728	02/08/00	Accept Deed of Dedication for Storm Sewer Easement Fort Washington Mews
1729	02/08/00	Reduce Contribution to Police Pension Fund
1730	02/08/00	Endorse Community 2000
1731	02/08/00	Rate of Compensation for Township Engineer
1732	02/08/00	Rate of Compensation for Township Solicitor
1733	02/08/00	Rate of Compensation for Township Professionals
1734	02/08/00	Grant Application for Funding for Police Training
1735	03/14/00	Traffic Signal Permit – Commerce Drive & Delaware Avenue
1736	03/14/00	Accept Deed of Dedication for Storm Sewer Easement Upper Dublin School District
1737	03/14/00	Permit Township Tax Collector to Charge Fee for Real Estate Tax Payment Record

1738	04/11/00	Accept Deed of Dedication for Slope Easement 1655 Twining Rd.
1739	04/11/00	Accept Deed of Dedication for Slope Easement 1329 Twining Rd.
1740	04/11/00	Authorize Seal Coat of Township Roads
1741	05/09/00	Amendment No. 1 to the Rules and Regulations of the Civil Service Commission
1742	06/13/00	Township Criteria for Sidewalk and Curb Standards
1743	06/13/00	PennDOT Fort Washington Flood Control Project
1744	06/13/00	Traffic Signal Maintenance Agreement
1745	07/11/00	Transfer Property on Tressler Drive
1746	07/11/00	Authorize Transfer of Cable Television Franchise
1747	07/11/00	Enter Mutual Release with Municipal Tax Collection Bureau
1748	08/08/00	Extend Conditional Use Approval – 1305 Ft. Washington Avenue
1749	08/08/00	Accept Deed of Dedication Sanitary Access Easement – 505 Limekiln Pike
1750	08/08/00	Authorize Grant Application for Funding Police Training
1751	08/08/00	Final Approval Change of Use Application 1100 Virginia Drive
1752	08/08/00	Authorize Change Order Camphill and Highland Athletic Complex
1753	09/12/00	Grant Final Subdivision Approval of Lots 1 through 5 and Final Land Development Plan Phase I, Building 2 – Prudential
1754	09/12/00	Adopt Ambler Jointure Industrial Pretreatment Program
1755	10/10/00	Approve Highway Safety Grant Application
1756	12/12/00	Budget Adoption 2001
1757	12/12/00	Accept Deeds of Dedication for Easements Dresherbrooke
1758	12/12/00	Accept Deed of Dedication for Slope Easement 1511 Twining Rd.

1759	12/12/00	Grant Application for Funding for Police Training
1760	01/09/01	Authorize Request for PennDOT Reimbursement Summit Avenue Sewer Realignment
1761	01/09/01	Authorize Township to Sign PennDOT Agreement Summit Avenue Sewer Realignment
1762	02/13/01	Adoption of Vantagecare Retiree Health Savings Plan
1763	02/13/01	Authorize Exercise of Purchase Option – Bub Farm
1764	02/13/01	Authorize Montgomery County Planning Commission Planning Assistance Contract.
1765	03/13/01	Authorize PennDOT Pennsylvania Avenue Culvert Agreement
1766	04/10/01	Authorize Application of Seal Coat
1767	05/08/01	Rate of Compensation for Township Engineer
1768	06/12/01	Nancy Guminski Retirement from EPA Board
1769	06/12/01	Amend Act 537 Plan – Hidden Pines
1770	06/12/01	Authorize Reimbursement for Purchase of Bub Property
1771	07/10/01	Authorize PennDOT Traffic Signal Maintenance Agreement
1772	07/10/01	Montgomery County Congressional Districting
1773	08/14/01	Approve Preliminary/Final Land Development Plan – 270 Commerce Drive
1774	08/14/01	Designate Township as Agent for Public Disaster Assistance
1775	09/11/01	Disposition or Destruction of Specific Records
1776	09/11/01	Accept Deed of Dedication Public Street Foote Subdivision
1777	11/13/01	Accept Deed of Dedication for Utility Easement Leonetti
1778	12/11/01	Budget Adoption 2002
1779	12/11/01	Military Leave for “Operation Enduring Freedom”

1780	12/11/01	Accept Deed of Dedication Sewer Easement 525 Highland Avenue
1781	01/15/02	Offer Deed of Dedication and Assignment of Sanitary Sewer Easements to Bucks County Water and Sewer Authority
1782	01/15/02	Accept Deed of Dedication Right of Way D'Andrea Subdivision
1783	01/15/02	Authorize Check Signers for Township Payroll and Accounts Payable Accounts
1784	02/12/02	Accept Grant Money for Police Training
1785	03/12/02	“Pick-Up” Contributions to Non-Uniformed Employees Pension Plan.
1786	03/12/02	Emergency Services Week March 17-23, 2002
1787	03/12/02	Commendation for David S. Froehlich Wissahickon Valley Watershed
1788	04/09/02	Proclaim April 26, 2002 as Arbor Day
1789	04/09/02	Accept MacPherson Sewer Easement
1790	04/09/02	Rate of Compensation for Township Solicitor and Engineers
1791	04/09/02	Endorse and Support Community Day 2002
1792	04/09/02	Oppose State House Bill 2345
1793	04/30/02	Approve Preliminary/Final Land Development Plan – Montgomery County Recycling Consortium
1794	05/14/02	Accept Deeds of Dedication Public Street and Sewer Easement 500 Virginia Drive
1795	05/14/02	Accept Deed of Dedication Public Street – Cannon Subdivision
1796	05/14/02	Disposition or Destruction of Specific Records
1797	05/14/02	Local Public Procurement
1798	06/11/02	Approve Minor Land Development Plan – 1100 Virginia Drive
1799	06/11/02	Amend Non-Union Employee Pension Fund

RESOLUTION NO: 1700

BE IT RESOLVED, by the authority of the Board of Commissioners

(Name of governing body)

of the Upper Dublin Township

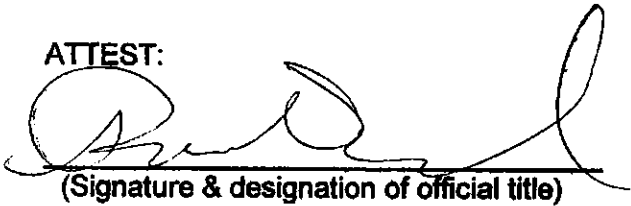
(Name of Municipality)

Montgomery County, and it is hereby resolved by authority of the same, that

the President of said Municipality be authorized and directed to sign
(Designate official title)

the attached Agreement or Amendment on its behalf.

ATTEST:


(Signature & designation of official title)

Paul A. Leonard, Secretary

Upper Dublin Township
(Name of Municipality)

By: 
(Signature & designation of official title)

H. William Gift, President

(SEAL)

I, Paul A. Leonard, Secretary
(Name) (Official title)

of the Upper Dublin Township, do hereby certify that the
(Name of governing body and municipality)

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.
(Name of governing body)

Date: Aug. 10, 1999


(Signature & designation of official title)

Paul A. Leonard, Secretary

Note: A separate Resolution must be completed and included for each municipality listed as a party in this Agreement.

*Original
Resolution
sent to
PENNDOT.*


AGREEMENT NO. A460

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

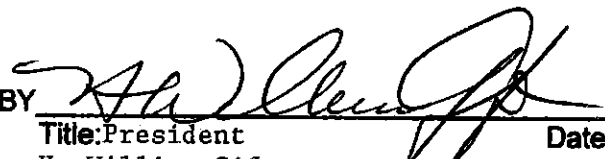
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary of Transportation Date
or designee

Upper Dublin Township
(Name of Municipality)

ATTEST:


Title Secretary Date
Paul A. Leonard
(Seal)

BY 

Title: President Date
H. William Gift

APPROVED AS TO LEGALITY AND FORM: APPROVED AS TO LEGALITY AND FORM:

BY _____ BY _____
Chief Counsel Date Attorney General Date

RECORDED NO.: _____ APPROVED FOR OFFICE OF BUDGET:
Certified Funds Available Under
Activity Program N/A Symbol N/A
Amount \$ N/A

BY _____
for Comptroller Date

BY _____
Comptroller Date

**AGILITY AGREEMENT
TERMS AND CONDITIONS**

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

1. The MUNICIPALITY shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The MUNICIPALITY's(IES') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the MUNICIPALITY's(IES') roads.
2. The DEPARTMENT shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the MUNICIPALITY(IES) under this Agreement. The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the MUNICIPALITY's(IES') provision of maintenance activities which it is providing under this Agreement on state highways.
3. The DEPARTMENT and the MUNICIPALITY(IES) agree, acknowledge, and understand that each party undertakes its responsibilities independently and that its employees and/or lessors shall not be considered employees of the other party for purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY(IES) for the negligent acts of the DEPARTMENT's employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.. The MUNICIPALITY(IES) shall not be liable, nor shall it/they indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the MUNICIPALITY's(IES') employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.

4. **Activities undertaken by any/all parties under this Agreement on the other party's roadways shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and workmanlike manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. Neither/No party shall be obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being performed within its jurisdiction by another party.**

5. **The following designated contract provisions are hereby incorporated by reference as though set forth in full herein:**
 - "Commonwealth Nondiscrimination Clause", dated November 19, 1985
 - "Contractor Integrity Provisions", dated December 20, 1991
 - "Provision Concerning the Americans with Disabilities Act" dated February 3, 1993

6. **This document may be executed by the parties signatory hereto in counterpart; such execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.**

7. **None of the activities listed will be performed while an existing contract is in effect, unless the contract is amended, or the vendor cannot provide the service when requested.**

AGREEMENT NO. A460
 FEDERAL ID NO. 23-6003042

AGILITY AGREEMENT

1) THIS AGREEMENT is made and entered into this _____ day of _____, 199_, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT and the following political subdivision(s) of the Commonwealth of Pennsylvania, acting through its/their authorized officials, hereinafter called the municipality(ies):

<u>Upper Dublin Township</u>	<u>Montgomery</u>	County	<u>23-6003042</u>
_____	_____	County	_____
_____	_____	County	_____
_____	_____	County	_____
_____	_____	County	_____

2) NOW, THEREFORE, the parties hereto, for and in consideration of the information contained in attachment A, attached hereto and made part hereof, with the intention of being legally bound, hereby agree to perform the following as a partner in an Agile Maintenance Enterprise (AME):

<u>Activities</u>	<u>Department</u>	<u>Municipality</u>	<u>Description</u>
Line Painting	<u>X</u>	_____	_____
Clean/Insp. Bridges	<u>X</u>	<u>X</u>	_____
Material Storage	<u>X</u>	<u>X</u>	_____
Litter Removal	_____	<u>X</u>	_____
Ditch Cleaning	<u>X</u>	_____	_____
Manual Sweeping	_____	<u>X</u>	_____
Illegal Sign Removal	<u>X</u>	<u>X</u>	_____
Equipment Usage	<u>X</u>	<u>X</u>	_____
Clean Inlets/Grates	<u>X</u>	<u>X</u>	_____
Snow Removal	_____	<u>X</u>	_____
Equipment Storage	_____	<u>X</u>	_____

Modifications to the activities listed in this agreement may be incorporated at any time during the life of the agreement through the execution of an Agility Agreement Amendment signed by authorized agents for both/all parties involved.

3) This Agreement shall be effective for five years, beginning on the date noted in paragraph one, unless terminated sooner for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease.

REVISED 2/8/99

TYPE OF AGREEMENT Municipal

CONTRACT NO. 0640

PARTY _____

CITY Upper Dublin COUNTY Montgomery

FEDERAL ID NO. 23-6003042 AMOUNT _____

FOR AGILITY SERVICES WITH PARTNER

FOR EXECUTION

AGILITY CENTER: 9th FLOOR, FORUM PLACE, 555 WALNUT STREET
FACSIMILE (717) 705-0967

- For preapproval & logging
- May be faxed but the original must be mailed simultaneously

Sherri Zimmerman
MANAGER, AGILITY CENTER
9th FLOOR, FORUM PLACE

Signs original and original is
sent to Chief Counsel

OFFICE OF CHIEF COUNSEL
FOR PRELIMINARY/FINAL APPROVAL
9th FLOOR, FORUM PLACE

OFFICE OF COMPTROLLER FOR
AUDIT AND APPROVAL
6th FLOOR, FORUM PLACE

OFFICE OF CHIEF COUNSEL FOR LOGGING
9th FLOOR, FORUM PLACE

OFFICE OF ATTORNEY GENERAL
FOR REVIEW AND APPROVAL
15th FLOOR STRAWBERRY SQUARE

OFFICE OF CHIEF COUNSEL FOR FINAL LOGGING/DATE
9th FLOOR, FORUM PLACE

Please call 5-1332
for pickup of document
when signed

AGILITY CENTER FOR DISTRIBUTION
9th FLOOR FORUM PLACE

- ~ 1 copy to district office
- ~ Original and 1 copy to County Office
- ~ 1 copy to Comptroller
- ~ 1 copy to Agility Center File

**"A to Z" List
Activities to be Considered Under Agility**

- A - Accounting, Asphalt Paving**
- B - Bridge Washing, Bridge Design, Brushing**
- C - Crack Sealing, Customer Outreach, Construction Inspection, Clerical, Computer Services**
- D - Ditch Cleaning, Drainage Correction, Dust Control, Deck Replacement, Distribution**
- E - Equipment Maintenance, Equipment Rental, Engineering Services, Educational Opportunities**
- F - Fuel Services, Facilitators**
- G - Geotechnical Services, GIS Products, Graphic Services, Gravel Road Grading, Guiderail**
- H - Highway Surveying, Hauling, Housing of Equipment**
- I - Inlet Repair/Cleaning, Information Sharing**
- J - Joint Repair/Sealing**
- K -**
- L - Line Painting, Lighting Maintenance**
- M - Mowing, Materials Testing, Meeting Facilities, Materials, Maintenance of Equipment**
- N - News Coverage**
- O - Office Space**
- P - Paving, Pipe flushing, Patching, Piggy-back Purchasing, Permitting, Pipe Replacement**
- Q - Quality Assurance**
- R - Resurfacing, Right-of-Way Appraisals/Acquisition, Roadside Maintenance**
- S - Seal Coating, Shoulder Grading, Street Sweeping, Safety Studies, Signal Maintenance, Sign Maintenance, Snow Removal**
- T - Training, Tree Removal, Towing, Tar and Chip**
- U - Underdrain**
- V - Video Conferencing, Vehicle Maintenance**
- W - Winter Services, Work Zone Traffic Control, Water Flushing**
- X - Xeroxing**
- Y - Yard Work**
- Z - Zoning Assistance, Zoo Food (Road Kill)**

RESOLUTION NO. 1701

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 Surface Improvement Program Group #6-06-ST72.

ADOPTED this 14 day of September 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY 
President

Attest:

Secretary

9/17/99
Original Resolution
sent to PennDOT.

ATTACHMENT B
96-99 PROJECT LETTER AGREEMENT
Incorporated work

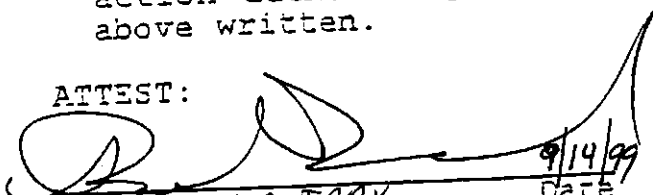
This Project Letter Agreement, numbered _____ day in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. 060600, in COMMONWEALTH's 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 #6-99-ST72, 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 \$ 6,698.00. 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:



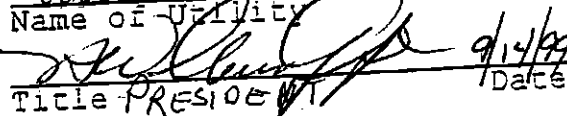
Date 9/14/99
Title SECRETARY
(SEAL)

ATTEST:

Date
Signature
(SEAL)

Upper Dublin Township
Name of Utility

BY:



Date 9/14/99
Title PRESIDENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY:

Date
Signature

APPROVED AS TO FORM AND LEGALITY

BY:

Date
Chief Counsel

Preapproved form:
OGC No. 18-K-551
App'd OAG 8/23/99

ATTACHMENT B
96-99

RE: Group #6-99-ST72

S.R.: 0063 (Welsh Rd); 0152 (Limekiln Pk); 2017 (Susquehanna Rd.)

County: Montgomery

Utility: Upper Dublin Twp.

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		
34	9999-9953	\$197.00	\$6698.00
	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		

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

RESOLUTION
NO. 1702

**A RESOLUTION TO SPONSOR A FLOOD PROTECTION
PROJECT FOR SANDY RUN TRIBUTARY**

Be it resolved by Upper Dublin Township, Montgomery County, hereinafter designated as SPONSOR; and

WHEREAS, serious flooding and flood damages recur along an unnamed tributary to Sandy Run, known locally as the Ardsley Drainage Channel, endangering the public health and welfare; and

WHEREAS, the Department of Environmental Protection of the Commonwealth of Pennsylvania has proposed a flood protection project consisting of a reinforced concrete rectangular open channel and concrete box culvert as described in Section VI of the feasibility study, dated February 1999; and

WHEREAS, the Department of Environmental Protection will undertake, at its cost, to perform the work aforementioned.

NOW, THEREFORE, BE IT RESOLVED THAT in consideration of the work aforementioned and of the benefits to be derived, the SPONSOR, at a regularly scheduled public meeting of the Board of Commissioners of the Township of Upper Dublin, does hereby agree to acquire and furnish at the SPONSOR'S cost, all lands, easements and rights-of-entry required for surveys, foundation investigations, construction and maintenance of the project, including the removal of buildings and other structures which interfere with the construction of the project, the relocation of utilities, borrow and spoil areas, and the removal or rebuilding of inadequate bridges as may be required. The SPONSOR does hereby agree to all assurances and conditions of sponsorship specified in the letter of proposal of the Department of Environmental Protection dated February 5, 1999 and addressed to Township Secretary, Paul Leonard, said letter attached hereto and made part hereof.

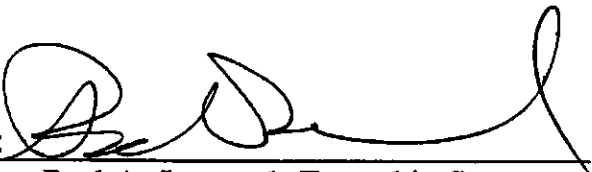
The SPONSOR does hereby guarantee to indemnify, protect and save free the Commonwealth of Pennsylvania, Department of Environmental Protection and/or its contractors and agents jointly and severally from and against any and all claims, damages,

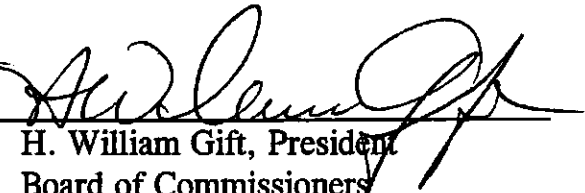
demands or actions in law or in equity resulting from any damage to property, public or private, by reason of the aforesaid work. The SPONSOR further agrees to maintain at its own expense, the completed projects which are constructed by or for the Commonwealth as part of the aforesaid work. Instructions regarding maintenance of the completed work will be furnished by the Department of Environmental Protection.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Upper Dublin, held on the 14th day of September, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

BY: 
Paul A. Leonard, Township Secretary

BY: 
H. William Gift, President
Board of Commissioners



Pennsylvania Department of Environmental Protection

Rachel Carson State Office Building

PO Box 8460

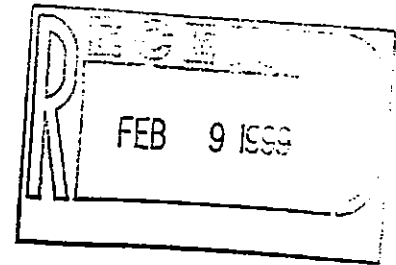
Harrisburg, PA 17105-8460

February 5, 1999

Bureau of Waterways Engineering

717-787-3411

Paul Leonard, Secretary
Upper Dublin Township
1387 Cinnamon Drive
Fort Washington, PA 19034



Re: DEP File No. C46:22

Dear Mr. Leonard:

The Division of Project Evaluation has completed a flood protection feasibility study along an unnamed tributary to Sandy Run, locally known as the Ardsley Drainage Channel, in Upper Dublin Township, Montgomery County. Enclosed are three copies of the report. The study area begins at the concrete culvert outlet near the Abington Township boundary line and extends through Upper Dublin Township to the tributary's confluence with Sandy Run. The length of the study area is approximately 2500 feet.

As a result of the study, a flood protection project is recommended. The project, as described in Section VI of the report, would consist of a rectangular reinforced concrete open channel and concrete box culvert beginning at the Abington culvert outlet and extending downstream to Fitzwatertown Road. A stilling area would be constructed downstream of Fitzwatertown Road to slow flow velocities before reaching Sandy Run. The project would also eliminate the series of sharp bends in the existing stream alignment. The total project length would be approximately 2400 feet. This project would provide 100-year flood protection to the community.

As mentioned in the report, Upper Dublin Township must agree to sponsor the project before it can proceed further. The Township would be responsible for the items listed in Section IX of the report. Before the Department can request release of project funding, it will be necessary for Upper Dublin to enact a resolution of sponsorship accepting the local responsibilities. Enclosed is a sample resolution which may be used "as is" or rewritten to meet Upper Dublin's legal requirements. One copy of an executed resolution should be retained for your records and one copy forwarded to:

Michael D. Conway, Director
Bureau of Waterways Engineering
PO Box 8460
Harrisburg, PA 17105-8460

Paul Leonard, Secretary
Upper Dublin Township

2

February 5, 1999

Please have the appropriate Township officials read the report and review the benefits and impact the project would have on the community. Engineers from the Division of Project Evaluation are available to meet with Township officials and interested residents to discuss various details of the proposed project and answer any questions. Please contact David P. Lambert or Joseph G. Capasso at 717-783-1766 to arrange a meeting.

Sincerely,



for Michael D. Conway
Director
Bureau of Waterways Engineering

Enclosure: Report (3)
Sample Resolution



RESOLUTION: - 1703
APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
FLASHING WARNING DEVICES

DATE _____

WHEREAS, the Township of Upper Dublin
(CITY, TOWNSHIP, BOROUGH)

Montgomery County, desires to erect, operate and maintain flashing warning devices

Butler Pike
(HIGHWAY, STREET, OR INTERSECTION - SHOW L.R. OR T.R. IF KNOWN)

for the Community Ambulance Association of Ambler, 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.

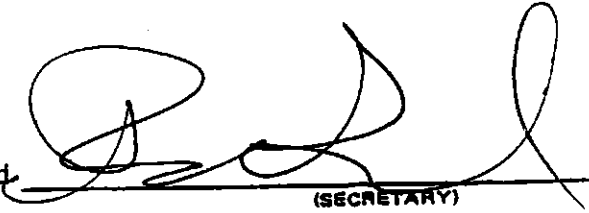
I, PAUL A. LEONARD, Secretary of The Township of Upper Dublin

do certify that the foregoing is a true and correct copy of the resolution legally adopted at a meeting held

Sept. 14, 1999

*Originals for
Vault Room*

(SEAL)

Signed 
(SECRETARY)

*9/20/99
Original Resolution
sent to Penn DOT.*

RESOLUTION
NO. 1704

RESOLUTION TO GRANT PRELIMINARY APPROVAL TO LAND DEVELOPMENT APPLICATION OF GMH ASSOCIATES, INC. FOR PROPERTY AT 500 VIRGINIA DRIVE.

WHEREAS, GMH Associates, Inc. (hereinafter "GMH") submitted to Upper Dublin Township on April 14, 1999, an application for Preliminary Land Development Plan approval for a 28.302 acre parcel located at 500 Virginia Drive, with parcel No. 54-00-16375-005, and block and unit Nos. 50, 38 (hereinafter "Property"); and

WHEREAS, C.P. Agency, Inc. is the owner of said Property; and

WHEREAS, said Property is located in the EC-Employment Center Zoning District and is presently improved with a one-story, 525,273 square feet manufacturing building, with 551 available parking spaces; and

WHEREAS, the Property is located on Virginia Drive with additional frontage on Pinetown Road and Highland Avenue; and

WHEREAS, GMH proposes to convert the existing building into a 367,952 square feet, two-story office building, with a portion of the existing building converted into a one-story indoor parking deck, and a portion of the existing building removed to create an outdoor landscaped area (hereinafter the "Project"); and

WHEREAS, GMH submitted a Land Development Plan prepared by Momenee and Associates, Inc., sheets 1 through 10 of 10, dated April 15, 1999, revised August 16, 1999, with Landscape Plans prepared by Glackin Associates, Inc., sheets LP-1, LP-2 and LP-3 dated April 15, 1999, revised August 16, 1999; and a hydrologic study prepared by Momenee and Associates, Inc. dated August 10, 1999 (hereinafter together the "Site Plan"); and

WHEREAS, certain variances have been granted for the Property by the Upper Dublin Township Zoning Hearing Board by Decision dated April 27, 1998, as amended by Decision dated July 27, 1998, which variances included the following;

- a) variance from Zoning Ordinance §255-115.B(3)(d) to permit building coverage up to 60.866 percent;
- b) variance from Zoning Ordinance §255-115.B(4)(a)1 to permit impervious surface coverage up to 78.078 percent;

- c) variance from Zoning Ordinance §255-115.B(4)(a)1 to permit a front yard of 70 feet on Highland Avenue facing land zoned "Residential";
- d) variance from Zoning Ordinance §255-115.B(4)(b) and (c) to permit side and rear yards of 15 feet;
- e) variance from Zoning Ordinance §255-140 to permit parking spaces of 9 feet by 19 feet;
- f) variance from Zoning Ordinance §255-141 to permit travel lanes of 24 feet in width;
- g) variance from Zoning Ordinance §255-135.C to permit parking required at a ratio of 3.5 parking spaces per 1,000 square feet of gross floor area devoted for office use and 1 parking space per 1,000 square feet of gross floor area devoted to laboratory, manufacturing or industrial use;
- h) variance from Zoning Ordinance §255-103.G to permit building coverage, impervious surface coverage, yard and parking provisions as set forth above as well as to permit the existing 26,038 square feet per acre of floor area; and
- i) said variances to expire if applicant fails to obtain the requisite permits from the Township within seven years from April 27, 1998;

WHEREAS, on May 12, 1998, the Upper Dublin Township Board of Commissioners granted conditional use approval pursuant to Chapter 255, Zoning, §255-165.F for the Property, to allow construction of a parking facility within the Floodplain; and

WHEREAS, conditional use approval was granted by the Board of Commissioners on this date after public hearing, pursuant to Chapter 255, Zoning, §255-165.F of the Township Code for GMH to construct driveways and parking areas on the Property within the Floodplain Conservation District, and said conditional use approval was based in part on a Floodplain Analysis prepared for GMH by Momenee and Associates, Inc., dated September 20, 1999, which Floodplain Analysis was submitted at the conditional use hearing; and

WHEREAS, all applicable Zoning Hearing Board decisions and conditional use opinions are incorporated herein by reference; and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer and Township Traffic Engineer, and on representations made during the land development application process at Public Committee meetings of the Board of Commissioners, the Board of Commissioners finds it appropriate to grant Conditional Preliminary Land Development approval to GMH for the Project in accordance with the Site Plans.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby grant Preliminary Land Development approval to GMH for the Project, in accordance with the Site Plans, conditioned on the following:

- 1) GMH agrees that the projected waste water usage for the Property is 55 EDUs, based upon information provided by GMH that the projected waste water usage is 95,625 gallons per week and 5 business days per week, for a gallon per day value of 19,125. An EDU shall be equal to 350 gallons of daily waste water flow as determined by historical waste water flow records for the Property, or the criteria set forth by the Pennsylvania Department of Environmental Protection rules and regulations, whichever is greater. It is agreed that prior owners have purchased the equivalent of 55 EDUs, and GMH will only be responsible to pay fees for additional EDUs if such a determination is made in the future by the Township, and the purchase price will be the current price established in the Township Code at that time.
- 2) Presently there are two water tanks located on the Property. GMH will remove one of these tanks and the other will remain and be available for fire fighting on the Property and surrounding areas if and when determined to be necessary by the Township Fire Marshal.
- 3) The Site Plans set forth two access ways for entrance and exit on Pinetown Road. In consideration of Township concerns with regard to excessive traffic flow onto Pinetown Road during afternoon rush hours, GMH will close the access way nearest to the Federal Post Office from noon to 8:00 p.m. by erecting and utilizing a barrier gate so this access way will not be available for ingress or egress onto the property in the afternoon.
- 4) GMH will add a note to the Final Plan that no access shall be provided to Highland Avenue
- 5) GMH presently shares a cross easement for traffic with the adjacent property at 520 Virginia Drive owned by Brandywine Realty and leased by TVG Associates. In an effort to minimize traffic flow on Highland Avenue and to encourage traffic ingress and egress on Virginia Drive, GMH will open and utilize the existing easement to allow access onto Virginia Drive from the rear surface parking lot and undercover parking lot. Further, GMH will continue vigorous negotiations with Brandywine Realty to either modify the easement location in order to provide for smoother traffic flow, or to incorporate traffic devices such as speed bumps in the easement area, or both in order to facilitate traffic flow on site and to encourage use of the Virginia Drive access way.
- 6) GMH has offered to donate to the Township the sum of Fifty Thousand Dollars (\$50,000) to be used for installation of a traffic signal at the intersection of Virginia Drive, Pinetown Road and Commerce Drive, which installation is expected to not only ease traffic flow at the Property, but to upgrade this intersection and generally improve traffic conditions in the local area.
- 7) GMH will provide an easement, in a form satisfactory to the Township Solicitor, for a portion of the cross-county trail along Virginia Drive as depicted on Site Plans,

which trail is proposed for pedestrians and bicyclists and will be twelve (12) feet wide with two, two foot wide clear zones and a landscaped buffer between Virginia Drive and the trail.

- 8) GMH shall prepare an emergency plan for ingress and egress and present such plan to the Township prior to or concurrent with Final Plan submittal.
- 9) Details shall be provided regarding grease trap facilities, including location and design criteria.
- 10) Dedicated sampling manholes shall be installed for each individual lateral.
- 11) The finished floor elevations of the building and indoor parking area shall be shown on the Final Plan.
- 12) The size of the record plan for recording shall be 24 inches x 36 inches.
- 13) Detailed drawings of the proposed indoor parking areas shall be provided to include but not be limited to, aisle spacing, parking space size and ventilation.
- 14) GMH shall endeavor to coordinate with SEPTA, the placement of all existing SEPTA bus shelter facilities with the construction of all access ways.
- 15) Existing and proposed survey monumentation shall be identified along the right of way and set according to Township ordinance.
- 16) The width and material for the sidewalk/path along Highland Avenue shall be coordinated with the sidewalk/path already installed by the United States Post Office.
- 17) The landscape design shall be submitted for approval with the Final Plan.
- 18) GMH will submit to the Township a Final Plan for approval, which Final Plan shall be in compliance with the Township Code including the Zoning Chapter and the Subdivision and Land Development Chapter.
- 19) All required permits, cost estimates, legal descriptions and outstanding requirements in Township approval and review letters shall be submitted concurrently with the Final Plan.
- 20) GMH will obtain all required permits and/or approvals prior to Final Plan approval from the following:
 - a) The Sewer Engineer for sanitary sewer layouts and connections;
 - b) PaDEP Planning Modules or exemptions;

- c) Environmental Protection Advisory Board;
- d) Planning Agency Advisory Board;
- e) Park and Recreation Department;
- f) Montgomery County Planning Commission;
- g) Fire Marshall;
- h) Montgomery County Conservation District for erosion and sediment control plan approval.

21) The Board of Commissioners agrees to waive the following Code Provisions as requested by GMH:

- a) Subdivision Ordinance §212-19.A requirement to provide curb within parking areas;
- b) Subdivision Chapter §212-19.C to provide an eight inch curb. A 6-inch curb shall be accepted in lieu thereof;
- c) Subdivision Chapter §212-24.C(2) to provide storm sewer with a minimum 18 inch diameter. A 12-inch diameter will be accepted in lieu thereof;
- d) Subdivision Chapter §212-32.F(4)(C) to provide a maximum of 15 spaces in a row without a landscape island for the indoor parking;
- e) Subdivision Chapter §212-32.F(4)(d) to provide curb around all planting areas in the indoor parking area;
- f) Subdivision Chapter §212-32.F(4)(e) to provide a continuous island every 120 feet.

g) Subdivision Chapter §212-19 to provide curb along Highland Avenue.

RESOLVED, this 12th day of October, 1999, at a Public Meeting.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


H. William Gift, President

Attest:


Paul A. Leonard, Secretary

g:\ud\dev\novartis\preliminary approval resolution

Original to
PEMA.

PEMA-DAP-2
Rev June 1999

DESIGNATION OF AGENT

RESOLUTION No. 1705

BE IT RESOLVED Board of Commissioners OF Upper Dublin Township
(Governing Body) (Public Entity)

THAT Paul A. Leonard, Township Manager
(Name) (Title)

is hereby authorized to execute for and in behalf of
Upper Dublin Township

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 12th day of October, 19 99.

[Signature] President, Board of Commissioners
(Name) (Title)

(Name) (Title)

(Name) (Title)

(Name) (Title)

(Name) (Title)

CERTIFICATION

I, Jonathan Bleemer, duly appointed and Assistant Township Manager
(Name) (Title)

of Upper Dublin Township, 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 Upper Dublin Township on the 12th day of October, 19 99.

[Signature] Assistant Township Manager October 12, 1999
(Signature) (Official Position) (Date)

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 The Prudential Insurance Company of America has proposed the development of a parcel of land identified as Prudential Eastern Home Office Expansion ^{land developer} 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) 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] Secretary, UPPER DUBLIN TOWNSHIP
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 1706, adopted Oct 12, 1999.

Municipal Address:

Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034
Telephone 215-643 1600

*10/13/99
Original to PA
DEP from Council
Engineers*

Seal of
Governing Body

RESOLUTION NO. 1707

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR SANITARY SEWER EASEMENTS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"COGHLAN TRACT"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from ANDOVER ESTATES LIMITED PARTNERSHIP (hereinafter referred to as "Grantor") Deeds of Dedication for sanitary sewer easements (hereinafter "Sanitary Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

- 20 Foot Wide Sanitary Sewer Easement (between proposed Lots 2 and 3)
- 25 Foot Wide Sanitary Sewer Easement (Catlin Way to Broad Street)
- 20 Foot Wide Sanitary Sewer Easement (between proposed Lots 5 and 6)
- 20 Foot Wide Sanitary Sewer Easement (Lot 6)
- 20 Foot Wide Sanitary Sewer Easement (Lot 4)

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for general purpose easement, more fully described in Exhibit attached hereto, identified and known as follows:

- 20 Foot Wide General Purpose Easement (through Lots 4, 5, 6 and 7)

and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Sanitary Sewer, which Subdivision Plan was prepared by ProTract Engineering, Inc. dated October 15, 1997, as last revised October 12, 1998, bearing Project No. 1049 and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A58, page 125 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Sanitary Sewer 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 Sanitary 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 Sanitary Sewer more fully described in Exhibits attached hereto, are accepted.

2. The Deed of Dedication offered to the Township for General Purposes more fully described in Exhibit attached hereto, is accepted.

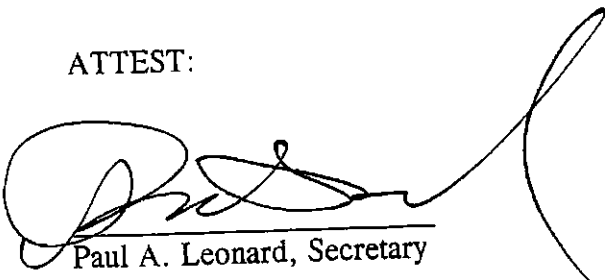
3. The sanitary sewer pipes and manholes located in the proposed right of way for Catlin Way and the Deeds of Dedication accepted herein are accepted subject to final testing, inspection and final acceptance.

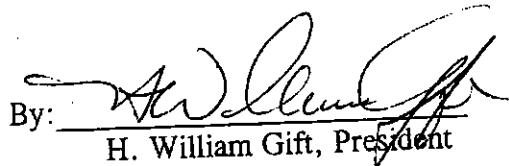
4. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 9th day of NOVEMBER, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\dev\coghlan\Resol. Dedication 1

**DEED OF DEDICATION FOR SANITARY SEWER EASEMENT
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR ANDOVER ESTATES**

THIS DEED OF DEDICATION made this 21 day of October, A.D., 1999, between ANDOVER ESTATES LIMITED PARTNERSHIP, (hereinafter referred to as "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 referred to as "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 November 11, 1998, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Plan Book 5253, page 1421; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Coghlan Tract" prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, with last revision dated October 12, 1998 and

WHEREAS, Grantor now wishes to dedicate sewer easement shown on the 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, a permanent Sanitary Sewer easement and right-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 Sanitary Sewer Easement on a Plan of Subdivision prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, as last revised October 12, 1998, and being more fully described in the exhibit attached hereto and identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a sanitary sewer system, including the sanitary sewer system and piping therein and including the right to construct, maintain and repair the sanitary sewer system and piping over the lands hereinabove described and any such sanitary sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such sanitary sewer system and piping

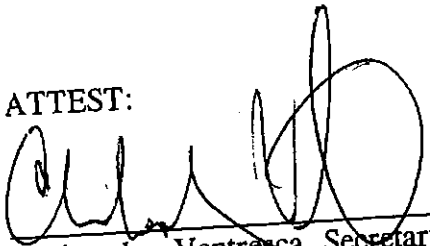
together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, and the further right to remove trees, bushes undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of 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 recover or receive any such damage by reason of the construction, maintenance or repair of said sanitary sewer system and piping to conform to the codes and regulations thereafter established or confirmed by the said TOWNSHIP OF UPPER DUBLIN.

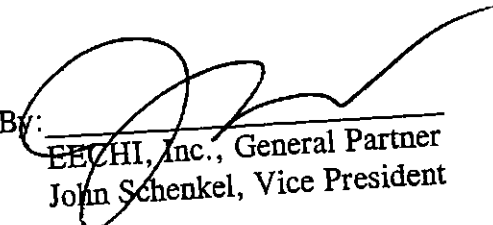
AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easements and sanitary sewer system described unto the said Grantee, its successors and assigns, against it the said Grantor, 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:


Christopher Ventresca, Secretary
EECHI, Inc., General Partner

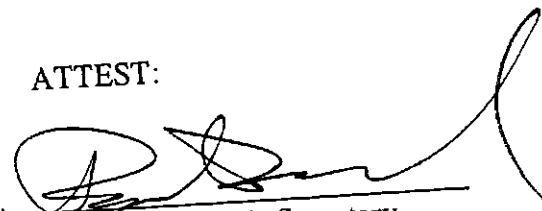
ANDOVER ESTATES LIMITED
PARTNERSHIP

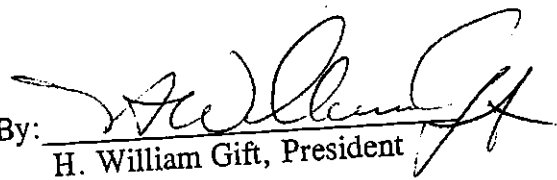
By: 
EECHI, Inc., General Partner
John Schenkel, Vice President

Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 11/9/99

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

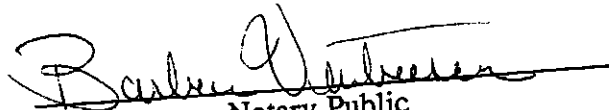
By: 
H. William Gift, President

g:\ud\dev\coglan\deed of dedication sanitary sewer easement

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 21 day of October, A.D., 1999, before me the undersigned officer, personally appeared John Schenkel who acknowledged that he is the Vice President of EECHI, Inc., the General Partner of Andover Estates Limited Partnership, and as such Vice President, 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
BARBARA VENTRESCA, Notary Public
Chalfont Boro, Bucks County
My Commission Expires Sept. 22, 2003

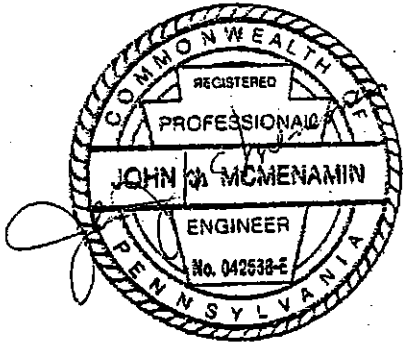
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 9th day of Nov, A.D., 1999, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument as the act and deed of the Township for the purposes therein mentioned.

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

Frances S. Amey
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



October 15, 1998

Coghlan Tract

Twenty-Five Foot Wide Sanitary Sewer Easement
(Caltin Way to Broad Street)

ALL THAT CERTAIN strip or easement of land, located in Upper Dublin Township, Montgomery County, PA., to be used for the construction and maintenance of a sanitary sewer as shown on a plan entitled Record Plan of Coghlan Tract, prepared for Brandolini Land Development Corporation #14 by ProTract Engineering, Inc. dated October 15, 1997, last revised October 12, 1998 and being more fully described as follows:

BEGINNING at a point, a corner of lands of proposed lot 1 as shown on said plan and lands n/l of Joseph and Elaine Valenti; thence extending through and along said lands of lot 1 the following two courses: (1) South 43°56'00" East, 94.58 feet to a point on the right-of-way of Caltin Way (50 feet ultimate width); (2) along said right-of-way along the arc of a circle curving to the left in a Westerly direction with a radius of 175.00 feet, the arc distance of 36.54 feet to a point; thence continuing through said lands of lot 1 and extending through lands n/l of Joseph Pileggi North 43°56'00" West, 529.37 feet to a point on the right-of-way of Broad Street (25 feet ultimate half-width); thence along said right-of-way North 44°49'00" East, 25.00 feet to a point, a corner of lands n/l of Emilo and Ippolito Iuliano; thence along said lands of Iuliano and extending along lands n/l of Joseph and Elaine Valenti South 43°56'00" East, 461.88 feet to the point and place of beginning.

Containing 13,547 square feet of land more or less.

Exhibit "A"

1049\Legals\San5.Leg

**DEED OF DEDICATION FOR SANITARY SEWER EASEMENT
THROUGH LOT(S) 5 AND 6
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR ANDOVER ESTATES**

THIS DEED OF DEDICATION made this 21 day of October, A.D., 1999, between ANDOVER ESTATES LIMITED PARTNERSHIP, (hereinafter referred to as "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 referred to as "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 November 11, 1998, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Plan Book 5253, page 1421; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Coghlan Tract" prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, with last revision dated October 12, 1998 and

WHEREAS, Grantor now wishes to dedicate sewer easement shown on the 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, a permanent Sanitary Sewer easement and right-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 Sanitary Sewer Easement on a Plan of Subdivision prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, as last revised October 12, 1998, and being more fully described in the exhibit attached hereto and identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a sanitary sewer system, including the sanitary sewer system and piping therein and including the right to construct, maintain and repair the sanitary sewer system and piping over the lands hereinabove described and any such sanitary sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such sanitary sewer system and piping

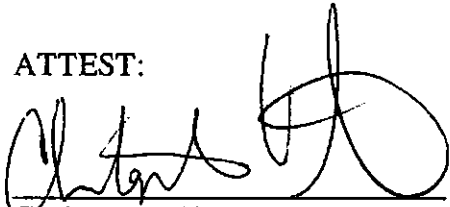
together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, and the further right to remove trees, bushes undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of 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 recover or receive any such damage by reason of the construction, maintenance or repair of said 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 successors and assigns, that the said easements and sanitary sewer system 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.

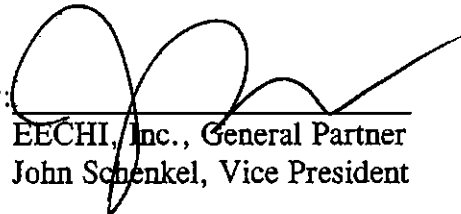
IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above written intending to be legally bound.

ATTEST:



Christopher Ventresca, Secretary
EECHI, Inc., General Partner

ANDOVER ESTATES LIMITED
PARTNERSHIP


By: 

EECHI, Inc., General Partner
John Schenkel, Vice President

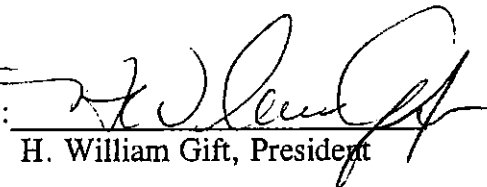
Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 11/9/99

TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

By: 

H. William Gift, President

g:\ud\dev\coglan\deed of dedication sanitary sewer easement

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 21 day of October, A.D., 1999, before me the undersigned officer, personally appeared John Schenkel who acknowledged that he is the Vice President of EECHI, Inc., the General Partner of Andover Estates Limited Partnership, and as such Vice President, 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
BARBARA VENTRESCA, Notary Public
Chalfont Boro, Bucks County
My Commission Expires Sept. 22, 2003

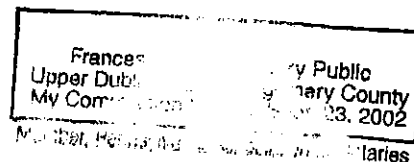
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

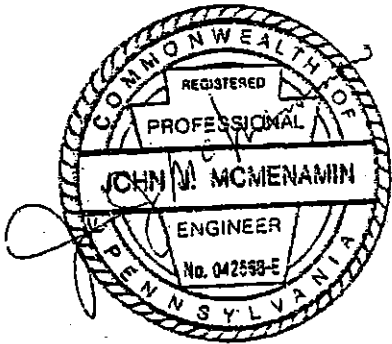
On the 9th day of Nov., A.D., 1999, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument as the act and deed of the Township for the purposes therein mentioned.

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



Notary Public





October 15, 1998

Coghlan Tract

Twenty Feet Wide Sanitary Sewer Easement
(between proposed lots 5 and 6)

ALL THAT CERTAIN strip or easement of land, located in Upper Dublin Township, Montgomery County, PA., to be used for the construction and maintenance of a sanitary sewer as shown on a plan entitled Record Plan of Coghlan Tract, prepared for Brandolini Land Development Corporation #14 by ProTract Engineering, Inc. dated October 15, 1997, last revised October 12, 1998 and being more fully described as follows:

BEGINNING at a point on the Southeasterly right-of-way of Catlin Way (50 feet ultimate width), said point also a corner of lands of proposed lots 5 and 6 as shown on said plan; thence along said right-of-way and along said lands of lot 5 North 43°33'00" East, 5.00 feet to a point; thence extending through said lands of lot 5 South 46°27'00" East, 248.41 feet to a point in line of lands of a 20 feet wide general purpose easement; thence continuing through said lands of lot 5, along said lands of the general purpose easement, and extending through lands of proposed lot 6 South 37°50'48" West, 20.10 feet to a point; thence continuing through and along said lands of lot 6 the following two courses: (1) North 46°27'00" West, 250.41 feet to a point on the right-of-way of Catlin Way; (2) along said right-of-way North 43°33'00" East, 15.00 feet to the point and place of beginning.

Containing 4,988 square feet of land more or less.

1049\Legals\San3.Leg

Exhibit "A"

☐ P.O. Box 58, Hatboro, PA 19040
■ P.O. Box 1526, Pottstown, PA 19464

Phone (215) 442-9230
Phone (610) 323-4735

Fax (215) 442-9238
Fax (610) 326-0759

**DEED OF DEDICATION FOR SANITARY SEWER EASEMENT
THROUGH LOT 6
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR ANDOVER ESTATES**

THIS DEED OF DEDICATION made this 21 day of October, A.D., 1999, between ANDOVER ESTATES LIMITED PARTNERSHIP, (hereinafter referred to as "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 referred to as "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 November 11, 1998, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Plan Book 5253, page 1421; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Coghlan Tract" prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, with last revision dated October 12, 1998 and

WHEREAS, Grantor now wishes to dedicate sewer easement shown on the 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, a permanent Sanitary Sewer easement and right-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 Sanitary Sewer Easement on a Plan of Subdivision prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, as last revised October 12, 1998, and being more fully described in the exhibit attached hereto and identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a sanitary sewer system, including the sanitary sewer system and piping therein and including the right to construct, maintain and repair the sanitary sewer system and piping over the lands hereinabove described and any such sanitary sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such sanitary sewer system and piping

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.

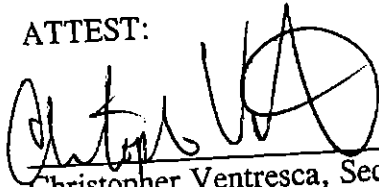
AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand recover or receive any such damage by reason of the construction, maintenance or repair of said 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 successors and assigns, that the said easements and sanitary sewer system 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.

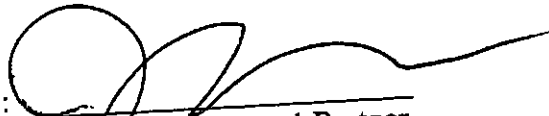
IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above written intending to be legally bound.

ANDOVER ESTATES LIMITED
PARTNERSHIP

ATTEST:


Christopher Ventresca, Secretary
EECHI, Inc., General Partner


By:


EECHI, Inc., General Partner
John Schenkel, Vice President


Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 11/9/99

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By:


H. William Gift, President

g:\ud\dev\coglan\deed of dedication sanitary sewer easement

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 21 day of October, A.D., 1999, before me the undersigned officer, personally appeared John Schenkel who acknowledged that he is the Vice President of EECHI, Inc., the General Partner of Andover Estates Limited Partnership, and as such Vice President, 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
BARBARA VENTRESCA, Notary Public
Chalfont Boro, Bucks County
My Commission Expires Sept. 22, 2003

COMMONWEALTH OF PENNSYLVANIA

:
: SS

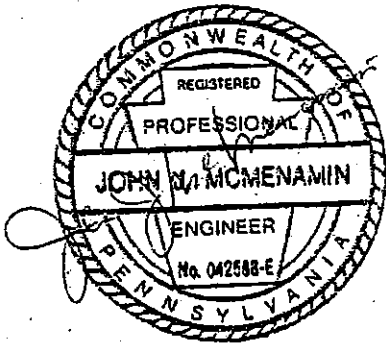
COUNTY OF MONTGOMERY

On the 9th day of Nov., A.D., 1999, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument as the act and deed of the Township for the purposes therein mentioned.

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

Frances S. Arney
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



October 15, 1998

Coghlan Tract

Twenty Feet Wide Sanitary Sewer Easement
(from lot 6 to lands n/l of Cardamone and lands n/l of Szot)

ALL THAT CERTAIN strip or easement of land, located in Upper Dublin Township, Montgomery County, PA., to be used for the construction and maintenance of a sanitary sewer as shown on a plan entitled Record Plan of Coghlan Tract, prepared for Brandolini Land Development Corporation #14 by ProTract Engineering, Inc. dated October 15, 1997, last revised October 12, 1998 and being more fully described as follows:

BEGINNING at a point in line of lands n/l of Michael Szot said point also in line of lands of proposed lot 6 as shown on said plan, said point being located North 39°07'00" East, 164.99 feet from a point, a corner of lands n/l of Szot, said point also in line of lands n/l of John and Sharon Corbett; thence from said point of beginning and through the lands of said lot 6 the following three courses and distances: (1) North 52°09'12" West, 69.29 feet to a point in line of a 20 feet wide general purpose easement; (2) along said general purpose easement North 37°50'48" East, 20.00 feet to a point; (3) South 52°09'12" East, 69.72 feet to a point in line of lands n/l of Joseph and Margaret Cardamone; thence along said lands n/l of Cardamone South 39°04'00" West, 10.00 feet to a point, a corner of lands n/l of Szot; thence along said lands n/l of Szot South 39°07'00" West, 10.01 feet to the point and place of beginning.

Containing 1,390 square feet of land more or less.

Exhibit "A"

1049\Legals\San2.Leg

**DEED OF DEDICATION FOR SANITARY SEWER EASEMENT
THROUGH LOT 4
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR ANDOVER ESTATES**

THIS DEED OF DEDICATION made this 21 day of October, A.D., 1999, between ANDOVER ESTATES LIMITED PARTNERSHIP, (hereinafter referred to as "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 referred to as "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 November 11, 1998, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Plan Book 5253, page 1421; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Coghlan Tract" prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, with last revision dated October 12, 1998 and

WHEREAS, Grantor now wishes to dedicate sewer easement shown on the 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, a permanent Sanitary Sewer easement and right-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 Sanitary Sewer Easement on a Plan of Subdivision prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, as last revised October 12, 1998, and being more fully described in the exhibit attached hereto and identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a sanitary sewer system, including the sanitary sewer system and piping therein and including the right to construct, maintain and repair the sanitary sewer system and piping over the lands hereinabove described and any such sanitary sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such sanitary sewer system and piping

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.

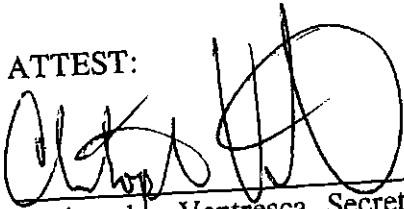
AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand recover or receive any such damage by reason of the construction, maintenance or repair of said 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 successors and assigns, that the said easements and sanitary sewer system 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.

ANDOVER ESTATES LIMITED
PARTNERSHIP

ATTEST:

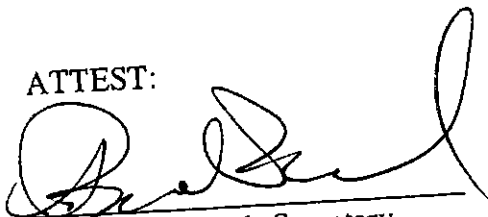

Christopher Ventresca, Secretary
EECHI, Inc., General Partner


By: 
EECHI, Inc., General Partner
John Schenkel, Vice President

Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 11/9/99

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\dev\coglan\deed of dedication sanitary sewer easement

COMMONWEALTH OF PENNSYLVANIA

:

: SS

:

COUNTY OF MONTGOMERY

On this the 21 day of October, A.D., 1999, before me the undersigned officer, personally appeared John Schenkel who acknowledged that he is the Vice President of EECHI, Inc., the General Partner of Andover Estates Limited Partnership, and as such Vice President, executed the foregoing instrument for the purposes therein contained.

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

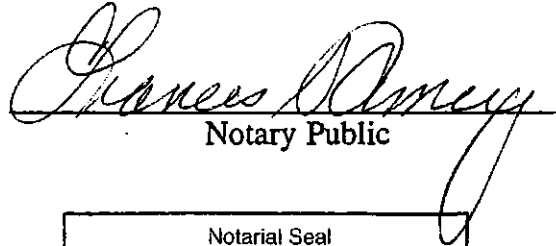

Notary Public



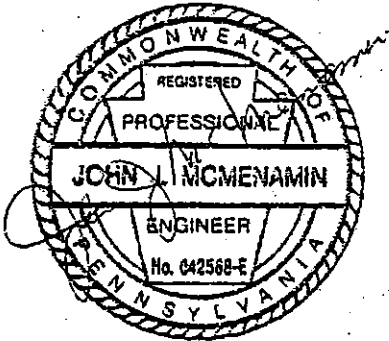
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 9th day of Nov., A.D., 1999, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument as the act and deed of the Township for the purposes therein mentioned.

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



October 15, 1998

Coghlan Tract

**Twenty Feet Wide Sanitary Sewer Easement
(on lot 4 to lands n/l of Gil and Linda Schonour)**

ALL THAT CERTAIN strip or easement of land, located in Upper Dublin Township, Montgomery County, PA., as shown on a plan entitled Record Plan of Coghlan Tract, prepared for Brandolini Land Development Corporation #14 by ProTract Engineering, Inc. dated October 15, 1997, last revised October 12, 1998 and being more fully described as follows:

BEGINNING at a stone, said stone being a corner of lands n/l of Sheldon and Pamela Fierstien and proposed lot 4 as shown on said plan, said stone also being in line of lands n/l of Gil and Linda Schonour; thence along said lands n/l of Fierstien and said lot 4 North 50°41'00" West, 93.59 feet to a point in line of lands of a 20 feet wide general purpose easement; thence extending through said lands of lot 4 and along lands of said general purpose easement South 29°29'17" West, 20.30 feet to a point; thence continuing through said lands of lot 4 South 50°41'00" East, 90.22 feet to a point in line of lands n/l of Schonour; thence along said lands of Schonour North 39°04'00" East, 20.00 feet to the point and place of beginning.

Containing 1,838 square feet of land more or less.

Exhibit "A"

1049\Legals\San4.Leg

DEED OF DEDICATION FOR GENERAL PURPOSE EASEMENT
THROUGH LOTS 4, 5, 6 AND 7
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR ANDOVER ESTATES

THIS DEED OF DEDICATION made this 21 day of October, A.D., 1999, between ANDOVER ESTATES LIMITED PARTNERSHIP, (hereinafter referred to as "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 referred to as "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 November 11, 1998, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Deed Book 5253, page 1421; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Coghlan Tract" prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, with last revision dated October 12, 1998, consisting of 10 drawings; and

WHEREAS, Grantor now wishes to dedicate general purpose easement shown on the 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, a general purpose easement and right-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 General Purpose Easement on a Plan of Subdivision prepared by ProTract Engineering, Inc., with Project No. 1049 dated October 15, 1997, as last revised October 12, 1998, and being more fully described in the exhibit attached hereto and identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 ingress, egress, regress and utilities, including those placed therein and including the right to construct, maintain and repair utilities over the lands hereinabove described and to cause others to construct, maintain and repair such utilities 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.

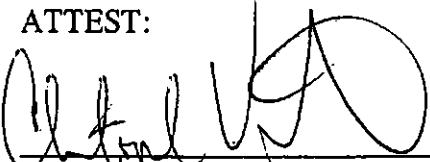
AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand recover or receive any such damage by reason of the ingress, egress, regress and construction, maintenance or repair of said utilities 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 successors 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.

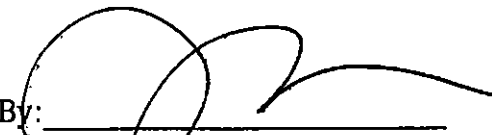
ANDOVER ESTATES LIMITED

ATTEST:



Christopher Ventresca, Secretary
EECHI, Inc., General Partner

PARTNERSHIP

By: 

EECHI, Inc., General Partner
John Schenkel, Vice President

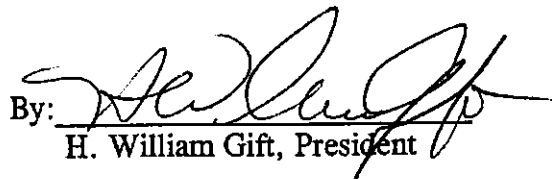
Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 11/9/99

TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

By: 

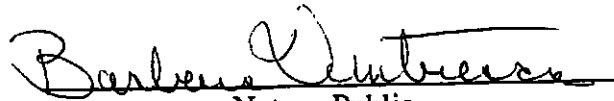
H. William Gift, President

g:\ud\dev\coghlan\deed of dedication general

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 21 day of October, A.D., 1999, before me the undersigned officer, personally appeared John Schenkel who acknowledged that he is the Vice President of EECHI, Inc., the General Partner of Andover Estates Limited Partnership, and as such Vice President, executed the foregoing instrument for the purposes therein contained.

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

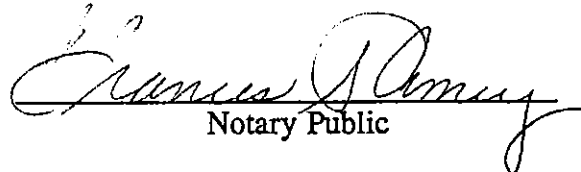

Notary Public

NOTARIAL SEAL
BARBARA VENTRESCA, Notary Public
Chalfont Boro, Bucks County
Commission Expires Sept. 22, 2003

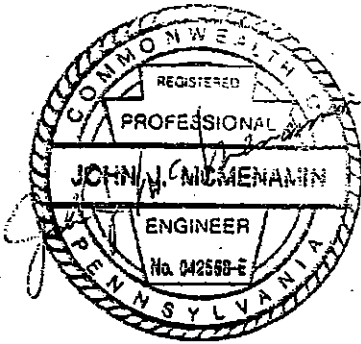
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 9th day of Nov., A.D., 1999, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument as the act and deed of the Township for the purposes therein mentioned.

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


Notary Public

Notary Seal
Frances S. Smith, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 15, 2001
Member, Pennsylvania Association of Notaries



April 15, 1998

Coghlan Tract

Twenty Feet Wide General Purpose Easement

ALL THAT CERTAIN strip or easement of land, located in Upper Dublin Township, Montgomery County, PA., as shown on a plan entitled Record Plan of Coghlan Tract, prepared for Brandolini Land Development Corporation #14 by ProTract Engineering, Inc. dated October 15, 1997, last revised October 12, 1998 and being more fully described as follows:

BEGINNING at a point at or near a corner of lands n/l of Richard and Barbara Schmitt and lands n/l of Sheldon and Pamela Fierstien, said point also on line of lands of proposed lot 4 as shown on said plan, said point being located North 50°41'00" West, 93.59 feet from a stone located at a corner of lands n/l of Fierstien, said stone also in line of lands n/l of Gil and Linda Schonour; thence from said point of beginning and extending through said lands of lot 4 South 29°29'17" West, 115.06 feet to a point; thence continuing through said lands of lot 4 and extending through lands of proposed lots 5, 6 and 7 as shown on said plan South 37°50'48" West, 398.38 feet to a point in line of lands n/l of John and Sharon Corbett; thence continuing along lands n/l of lot 7, along lands n/l of Corbett and extending along lands n/l of James Kunkel and Rosemary Pinto North 44°10'00" West, 20.20 feet to a point; thence through said lands of lots 4, 5, 6 and 7 North 37°50'48" East, 394.11 feet to a point; thence continuing through said lands of lot 4 North 29°29'17" East, 117.07 feet to a point in line of lands n/l of Schmitt; thence along lands n/l of Schmitt South 50°41'00" East, 20.30 feet to the point and place of beginning.

Containing 10,246 square feet of land more or less.

I049\Legals\GenPurp.Leg

Exhibit "A"

RESOLUTION
NO. 1708

RESOLUTION TO GRANT PRELIMINARY APPROVAL
TO APPLICATIONS OF
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
FOR PROPERTY AT DRESHERTOWN AND WELSH ROADS
FOR
PRELIMINARY SUBDIVISION APPROVAL FOR LOTS 1 THROUGH 5;
PRELIMINARY LAND DEVELOPMENT APPROVAL FOR BUILDINGS I AND II; AND
PRELIMINARY LAND DEVELOPMENT APPROVAL FOR BUILDINGS III, IV AND V

WHEREAS, the Prudential Insurance Company of America (hereinafter "Prudential") submitted to Upper Dublin Township (hereinafter "Township") on December 18, 1998, the following applications:

- a. Application for Preliminary Plan Approval for:
 1. Subdivision for proposed Lots 1-5; and
 2. Land Development for proposed Buildings I and II.
- b. Application for Preliminary Plan Approval for Land Development for proposed Buildings III through V.
- c. Application for final plan approval for:
 1. Subdivision for proposed Lots 1-5; and
 2. Land Development for Buildings I and II.

WHEREAS, due to the complexity and substance of these applications and related plan submissions, Prudential offered numerous extensions of time to the Township for necessary reviews and comments which entailed public meetings to receive input from

neighbors and other residents, from Township advisory boards and from Township staff, with the most recent extension of time extending through November 19, 1999; and

WHEREAS, the subject property known as the "Prudential Office Campus" is approximately 196 acres located at Dreshertown and Welsh Roads on the west and north boundaries, respectively, and the Pennsylvania Turnpike on the east boundary, and including Tax Block 12, units 1, 2, 3, 4, 22, 25, 53, and 64, and being designated as parcel nos. 54-00-05242-005, 54-00-05239-008, and 54-00-16672-005 (hereinafter "Property"); and

WHEREAS, the Prudential Insurance Company of America is the owner of said Property; and

WHEREAS, said Property is located in the OC-Office Center Zoning District of the Township and is presently improved with one office building of approximately 900,000 square feet, existing parking for 2,141 vehicles, and a heliport, all of which improvements Prudential proposes to retain; and

WHEREAS, presently there are nine distinct lots on the Property which lot lines are proposed to be modified and realigned to create a total of five new lots known as Lots 1, 2, 3, 4, and 5; and

WHEREAS, Prudential proposes to construct and develop the five new lots in phases with an anticipated total project completion date by December 31, 2009, subject to market demand and conditions; and

WHEREAS, one new office building is proposed to be constructed on each new lot with Lot 1 also containing the existing office building, parking and heliport; and

WHEREAS, Prudential proposes to construct a total of 1,105,000 square feet of new office space, with the five proposed buildings to range in size from 160,000 square feet to 250,000 square feet; and

WHEREAS, development of all five lots will include the construction of five stormwater management areas, four wet ponds, one dry detention basin and numerous improvements to the surrounding highway system, although the interior road is proposed as a private road; and

WHEREAS, the Property is and will continue to be served by public sewer and public water; and

WHEREAS, Prudential submitted a Subdivision and Land Development Plan set prepared by Paulus, Sokolowski & Sartor, Inc., of Warren, New Jersey, including drawing numbers C1-1 through C1-50, A1-1, A1-2, dated December 18, 1998 with most recent revision date of September 14, 1999, for Subdivision of Lots 1-5 and for Land Development of Lots 1 and 2, and including drawing numbers C2-1 through C2-43, A2-1 through A2-3, dated December 18, 1998 with most recent revision date of September 15, 1999 for Land Development of Lots 3, 4 and 5 (hereinafter together "Site Plans"); and

WHEREAS, Prudential also submitted Reports as follows:

- a. Sewage Facilities Planning Module - Prepared by Paulus, Sokolowski & Sartor, Inc., dated August 1999;
- b. Attachments to Land Development Application - Prepared by Paulus, Sokolowski & Sartor, Inc., dated June 1999, last revised September 1999;

- c. Storm Water Management Plan- Prepared by Paulus, Sokolowski & Sartor, Inc., dated December 1998, last revised October 1999;
- d. Stormwater Management Facility Maintenance Manual - Prepared by Paulus, Sokolowski & Sartor, Inc., dated August 1999;
- e. Erosion and Sediment Pollution Control Plan - Prepared by Paulus, Sokolowski & Sartor, Inc., dated August 1999;
- f. Pump Station Design - Prepared by Paulus, Sokolowski & Sartor, Inc., dated June 1999, last revised September 1999;
- g. Off-site Highway Improvement Plans and Reports prepared by McMahon Associates, Inc., including general drawings No. 1 through 19; drawings 1 through 10 for Blair Mill Road; and drawings 1 through 12 for Welsh Road and Computer Avenue;
- h. Dresher Road and Welsh Road Improvements dated September 9, 1999;
- i. Traffic Impact Study dated December 1998; and
- j. Evaluation of Dreshertown Road - Supplement to the Traffic Impact Study dated April 1999.

WHEREAS, the proposed development requires no zoning relief; and

WHEREAS, a portion of the Property is located in a Floodplain Conservation District and Prudential intends to construct storm sewers, impoundment basins, a pedestrian bridge, parking lots, driveways, pavements, and grading within the Floodplain Conservation District, conditional use approval is needed pursuant to the Upper Dublin Township Zoning Code, Section 255-165 for permission to engage in these various development activities within a Floodplain Conservation District; and

WHEREAS, after a public hearing on September 14, 1999, the Upper Dublin Township Board of Commissioners (hereinafter "Board of Commissioners") granted conditional use approval to construct said various development improvements in a Floodplain Conservation District subject to Order and Opinion of September 14, 1999, and conditions outlined therein as follows:

- a. The improvements to be constructed and for which this approval is granted shall be only of the type, scale and dimension as set forth in the application, and shall consist only of improvements relating to storm sewers, impoundment basins, pedestrian bridges, parking lots, driveways, pavements, and grading.
- b. The existing 24 inch cross pipe under Ritter Road shall be increased in size to convey the 100-year flow in order to reduce any tail water effect on the Welsh Road drainage system. The construction in this area shall take the form of retaining walls and other improvements shown on the plans. The design shall take into consideration that the drainage area to this point is approximately 23 acres.
- c. The design of the pedestrian bridge connecting Building One with the parking area to the northwest must allow for the passing of the 100-year flow without impact to the bridge.
- d. Review and approval must be obtained from the Pennsylvania Turnpike Commission with regard to the impact on the change of the drainage and the effect on the 36" storm sewer under Ritter Road at the far southeast end of the Property.
- e. All 100-year floodplain areas as defined by the HEC-RAS study must be noted on the Site Plans and incorporated into the preliminary-final plan land development plan submission package for Lots 1 and 2. This will then constitute redefinition of the 100-year floodplain line through this portion of the site; and

WHEREAS, in accordance with the Pennsylvania Municipalities Planning Code, section 508(4)(v), when a preliminary plan calls for the installation of improvements beyond a five year period, a schedule is to be filed by the land owner with a preliminary plan delineating all proposed sections of the project as well as deadlines within which applications for final plan approval of each section are entitled to be filed. Said schedule is to be updated annually by the applicant on or before the anniversary of the preliminary plan approval, until final plan approval of the final section has been granted. Any modification of said schedule is subject to the approval of the Board of Commissioners in its discretion; and

WHEREAS, in accordance with the Pennsylvania Municipalities Planning Code, section 509(i) where development is projected over a period of years, the Board of Commissioners may authorize submission of final plans by section or stages of development subject to such requirements or guarantees as to improvements in future sections or stages of development as the Board of Commissioners finds essential for the protection of any finally approved section of the development; and

WHEREAS, Prudential has submitted a Phasing Plan attached hereto as Exhibit "A", which outlines proposed improvements to be constructed including but not limited to buildings, parking, storm sewer, utilities, and roadways; and

WHEREAS, the Township Traffic Engineer has prepared for Prudential a recommended Roadway Phasing Improvements schedule dated September 23, 1999, attached hereto as Exhibit "B", which schedule Prudential has agreed to and has submitted as part of its applications for preliminary Subdivision and Land Development approval; and

WHEREAS, Prudential has advised that applications for final plan approval shall be submitted by the following deadlines:

- Application for Final Approval of Phase 1, by December 31, 2000;
- Application for Final Approval of Phase 2, by December 31, 2002;
- Application for Final Approval of Phase 3, by December 31, 2005;
- Application for Final Approval for Phase 4, by December 31, 2007;
- Application for Final Approval for Phase 5, by December 31, 2009; and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer, Township Traffic Engineer, and various Township Advisory Boards, and on representations

made during the subdivision and land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners finds it appropriate to grant conditional preliminary subdivision approval for Lots 1-5; preliminary land development approval for Lots 1 and 2; and preliminary land development approval for Lots 3, 4 and 5, in accordance with the Site Plans and with the proposed phasing schedule submitted by Prudential, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby grant preliminary plan approval as follows:

- a. Subdivision of Lots 1-5;
- b. Land development for Lots 1 and 2; and
- c. Land development for Lots 3, 4 and 5.

All development shall be in accordance with the Site Plans, and conditioned on the following:

1. Prudential agrees that prior to Final approval for the Subdivision of Lots 1 through 5, and for Land Development for Buildings 1 and 2, Prudential will enter into a Development Agreement with the Township, which Agreement shall incorporate the understandings set forth in this Resolution and shall outline the time schedule for completion of the project in phases, each of which phase shall include the improvements set forth on Exhibits "A" and "B" attached hereto.

2. Prior to any construction for each phase, Prudential will post escrows in a form satisfactory to the Township to cover the cost of those public improvements including but not limited to on-site stormwater management, erosion and sediment control, landscaping and a reasonable escrow to assure access to the lots as required by the Township for that phase.

3. Prior to any construction for each phase, Prudential will provide the Township with a minimum of 10 complete plan sets for construction purposes.

4. Prior to Final Land Development approval for Building 1, Prudential will execute an easement for all utilities on the Property in favor of the Township to be used by the Township at its discretion should access to any storm sewer, sanitary sewer or utility easements become necessary for the purpose of emergency access or maintenance.

5. Prudential will execute cross easements amongst and between all five new Lots for storm sewer, sanitary sewer, utilities, and access, including but not limited to roadways and walkways.

6. Prudential will execute in favor of the Township an easement for the pedestrian/bicycle walkway to be located along Welsh Road and Dreshertown Road for all portions of said walkway located outside the proposed right-of-way.

7. None of the on-site improvements to be constructed by Prudential according to the Site Plans, including sanitary sewer, storm sewer, curbing, sidewalk, paving, parking or roadways are intended to be dedicated to the Township, except for the sanitary flow metering chamber.

8. Site frontage improvements along Welsh Road and Dreshertown Road including curb, widening, drainage and traffic system improvements (which include but are not limited to striping, signals, signage and wiring) are intended to be dedicated to the Township or agency having jurisdiction.

9. Prudential shall offer to the Township in a form acceptable to the Township Solicitor, Deeds of Dedication for those areas along Welsh Road and Dreshertown Road, and the improvements thereon.

10. Prior to Land Development approval for Phase 2, Prudential will submit to the Township a Manual of Operations which shall contain a standard of procedures, operations and control and a maintenance plan for the storm water management system constructed to date on the Property in accordance with the Site Plans. Prudential agrees that the Township shall have the right to periodically inspect the storm water management system to determine if the facilities have been installed and are operating in accordance with said Manual. As each Phase of development is completed, Prudential shall update the Manual to incorporate any extensions or additions to the storm water management system constructed as part of the most recently completed Phase of development. Any changes to the Manual shall be reviewed and approved by the Township Engineer. Any violations of the Manual shall be enforced by the Township in accordance with the Violations and Penalties provision of the Stormwater Management Chapter of the Township Code and applicable PADEP Regulations.

11. Prudential agrees that the projected wastewater usage for the property is 228 EDUs, based upon information provided by Prudential that the projected wastewater usage is 79,560 gallons per day. More detailed information is outlined in letter dated July 26, 1999 from Township Sewer Engineer to Paulus, Sokolowski & Burton, Inc., which letter is incorporated herein by reference. An EDU is presently equal to 350 gallons of daily wastewater flow as determined by historical wastewater flow records for the Property, or the criteria set forth by the Pennsylvania Department of Environmental Protection rules and regulations, whichever is greater.

12. Prudential agrees to pay to the Township the sum of \$1,322,400 dollars to cover sewer capital contribution fees at such time as Prudential executes a Developer's Agreement with the Township. Further, Prudential will enter into an Agreement with the Township regarding wastewater treatment capacity at the Upper Dublin Wastewater Treatment Plant which will stipulate, among other things, that wastewater flows generated by Prudential will be reviewed on an annual basis according to readings from the flow metering chamber. If at any point the flows exceed the proposed treatment capacity purchased by Prudential, additional EDUs shall be purchased at the current price established in the Township Code at the time of such purchase.

13. Prudential shall not be required to construct any sanitary sewer facilities in the Dreshertown Road right-of-way except as far as may be needed to connect into the existing public sanitary sewer system, which connection is shown on the Site Plans.

14. Prudential will submit to the Township legal descriptions and construction cost estimates with any Final Plan application submission, and said estimates shall include the cost to construct the required public improvements including but not limited to on-site stormwater management, erosion and sediment control, landscaping and a reasonable escrow to assure access to the lots related to each application.

15. Prior to Final Subdivision Plan submission, Prudential will address all comments in the Township Engineer's Review Letters dated October 22, 1999 (one for subdivision of Lots 1-5, and land development of Lots 1 and 2; and one for land development of Lots 3, 4 and 5), which letters are incorporated herein by reference.

16. Prior to Final Subdivision Plan submission, Prudential will address all comments in the Township Sewer Engineer's Review Letters dated October 19, 1999 (one for subdivision of Lots 1-5, and land development of Lots 1 and 2; and one for land development of Lots 3, 4 and 5), which letters are incorporated herein by reference.

17. Prudential agrees that all traffic improvements will be constructed according to Township performance standards, and all associated equipment will be installed according to Township and PADOT standards including, but not limited to, stainless steel poles and

preemption equipment and closed loop coordinated traffic system for each proposed traffic signal.

18. Prior to Final Plan approval for Phase 2, Prudential will contribute the sum of Three Hundred Thousand (\$300,000.00) Dollars to the Township. The Township will make these funds available to Upper Moreland Township for land acquisition and construction in conjunction with the proposed relocation of Computer Drive as shown on the Site Plans. Any balance in this sum not expended by Upper Moreland Township for this purpose will be returned to the Township for use by the Township at its discretion for public improvements. Should Upper Moreland not take public action on this project by December 31, 2005, said funds shall be returned in full to the Township for use by the Township at its discretion for traffic improvements related to the development.

19. At such time as Computer Drive is relocated by Upper Moreland Township, within six months of said relocation, Prudential will begin construction to realign the road located on its Property in order to create an intersection crossing Welsh Road directly to Computer Drive. The cost for such realignment and for any improvements, and permitting related to the relocated traffic signal at the intersection of Welsh Road and Computer Drive shall be paid entirely by Prudential.

20. If the Pennsylvania Turnpike Commission agrees, Prudential will provide emergency access to the Turnpike from the Property which access shall be for emergency use only, and shall be constructed with pervious materials to be approved by the Township

Engineer. Prudential will contact the Pennsylvania Turnpike prior to Final Land Development approval for Phase 1.

21. Prudential shall contribute directly to Township emergency services, including the Fire and Police Departments, the sum needed to install preemption emitters in 14 Township vehicles chosen at the Township's discretion.

22. Prudential will contribute the sum of Thirty Five Thousand (\$35,000.00) Dollars to the Township for recreational improvements at the Camphill Highland Athletic Complex ("CHAC"), and said payment shall be made prior to Final Land Development approval of Phase 1.

23. Prudential will contribute the sum of Fifteen Thousand (\$15,000.00) Dollars to the Township to be used for fire pre-planning and mapping of all Prudential facilities, with any balance to be used by the Township for additional fire pre-planning and mapping at the Township's discretion.

24. Prudential will obtain all required permits and/or approvals only from those agencies authorized to grant such approvals prior to Final Subdivision Plan approval, and prior to Final Land Development Plan approval for each Phase and prior to any construction from the following:

- a. Upper Dublin Township sewer permits, fees and agreements;
- b. Water connection agreements, fees and commitment letter;
- c. Township Public Works Department;
- d. Township Parks and Recreation Department;
- e. Township Environmental Protection Advisory Board;
- f. Township Planning Agency Advisory Board Review;
- g. Township Shade Tree Commission;

- h. Township Traffic Engineer;
- i. Township Fire Marshall;
- j. Montgomery County Planning Commission;
- k. Montgomery County Conservation District, including:
 - 1. Erosion and Sediment Control Plan approval
 - 2. NPDES Permit;
- l. Pennsylvania Department of Environmental Protection, including:
 - 1. Planning Modules
 - 2. Sanitary Sewer Extension to site
 - 3. General Permits (GP-3, 4, 5, 7, 8);
- m. Pennsylvania Department of Transportation, including:
 - 1. Highway Occupancy Permit for widening, drainage and roadway improvements
 - 2. Traffic Signal Permits (Horsham Township and Upper Moreland Township Co-Applicants);
- n. Pennsylvania Turnpike Commission
 - 1. Emergency Ramp Connection
 - 2. Drainage Review
- o. Delaware River Basin Commission, including permit/approval for water supply relocation;
- p. ACOE - Joint 105 Permit.

25. The Board of Commissioners agrees to waive the following provisions of the Township Subdivision and Land Development Ordinance ("SO") and the Township Stormwater Management Ordinance ("SMO") as requested by Prudential, and all waivers shall be noted on the Record Plans:

For Lots 1 and 2

- a. SMO 206-11.H, requirement to provide a permanent access easement to the storm water management facilities; rather a blanket easement shall be provided for the Subject Property;
- b. SMO 206-36.D(8), requirement to provide a low flow channel within detention basin no. 5, rather detention basin no. 5 is to function as a wetland and infiltration area;
- c. SMO 206-36.D(14), requirement to provide six inches (6") between the invert of inlet pipes (to basin/pond) and the basin floor/normal water elevation;

- d. SMO 206-37.B(1), requirement to provide 18 inch (18") diameter storm sewer pipe, rather the Township will allow twelve inch (12") and fifteen inch (15") diameter storm sewer pipes, and none of the smaller pipes are to be dedicated;
- e. SMO 206-37.B(2), requirement to provide minimum storm sewer pipe slope of 0.005 foot per pipe, rather the Township will allow a minimum slope to be provided of 0.003 \pm , and none of the pipes are to be dedicated;
- f. SMO 206-37.B(3), requirement to provide a two inch (2") drop through storm structures, rather the minimum slope shall equal the pipe grade utilized;
- g. SMO 206-37.B(13), requirement for minimum cover over storm sewer pipes of two feet (2'), rather the Township will allow coverage of one foot (1') as provided in certain locations;
- h. SO 212-19, requirement for eight inch (8") curb reveal, rather the Township will allow six inch (6") curb reveal, and eight inch (8") will be required for all public road frontages;
- i. SO 212-23.A, requirement that no topsoil be removed from the Property, rather the Township will allow excess topsoil to be removed from the Project Site during construction, but remaining topsoil shall be monitored at each phase based on calculations provided by Prudential;
- j. SO 212-32.F(7)(b) and (c), requirement for use of groundcover for slope stabilization for slopes 20% or greater and sod for slopes 10% or greater, rather a determination in this regard shall be made in the field by the Township Engineer;
- k. SO 212-33.B, requirement of sanitary sewer, storm sewer or access easements on the subject property, rather a blanket easement will be provided;
- l. So 212-33.D, requirement to provide a drainage easement along natural water courses, rather a blanket easement will be provided;
- m. SO 212-43.C(2), requirement to identify existing and proposed easements or rights-of-way for above or below grade utilities;
- n. SO 212-43.C(3)(C), requirement to identify location, species and size of existing trees standing alone that are eight inches in diameter or greater.

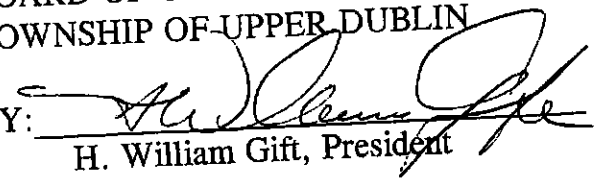
For Lots 3, 4 and 5

- a. SMO 206-11.H, requirement to provide a permanent access easement to the storm water management facilities; rather a blanket easement shall be provided for the Subject Property;
- b. SMO 206-36.D(14), requirement to provide six inches (6") between the invert of inlet pipes (to basin/pond) and the basin floor/normal water elevation;
- c. SMO 206-37.B(1), requirement to provide eighteen inch (18") diameter storm sewer pipe, rather the Township will allow fifteen (15") inch storm sewer, and none of the pipes are to be dedicated;

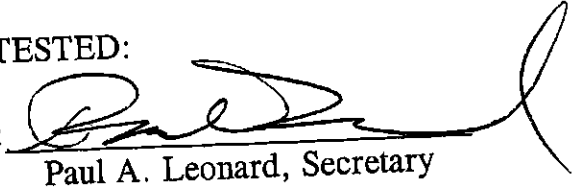
- d. SMO 206-37.B(2), requirement to provide minimum storm sewer pipe slope of 0.005 foot per pipe as long as the pipe calculations indicate that the pipe at that slope will convey the design storm, and if so, the minimum slope to be provided is 0.003±;
- e. SMO 206-37.B(3), requirement to provide a two inch (2") drop through storm structures, rather the minimum slope shall equal the pipe grade utilized;
- f. SMO 206-37.B(13), requirement for minimum cover over storm sewer pipes of two feet (2'), rather the Township will allow coverage of one (1) foot as provided;
- g. SO 212-19, requirement for eight inch (8") curb reveal, rather the Township will allow six (6") inch curb reveal, although eight inch (8") will be required for all public road frontages;
- h. SO 212-23.A, requirement that no topsoil be removed from the Property, rather the Township will allow excess topsoil to be removed from the Project Site during construction, but remaining topsoil shall be monitored at each phase based on calculations provided by Prudential;
- i. SO 212-32F(7)(b) and (c), requirement for use of ground cover for slope stabilization for slopes 20% or greater and sod for slopes 10% or greater, rather a determination in this regard shall be made in the field by the Township Engineer;
- j. SO 212-33.B, requirement of sanitary sewer, storm sewer or access easements on the subject property, rather a blanket easement will be provided;
- k. SO 212-33.D, requirement to provide a drainage easement along natural watercourses, rather a blanket easement will be provided;
- l. SO 212-43.C(2), requirement to identify existing and proposed easements or rights-of-way for above or below grade utilities;
- m. SO 212-43.C(3)(c), requirement to identify location, species and size of existing trees standing alone that are eight inches (8") in diameter or greater.

RESOLVED, this 9th day of November, 1999 at a public meeting.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTESTED:

BY: 
Paul A. Leonard, Secretary

ud\dev\prudential\resol prelim appr

**PRUDENTIAL EASTERN HOME OFFICE
PHASING PLAN**

Phase No.	Plan Description
Phase I	1.1 Construction of Building II with all ancillary parking, loading zones and pedestrian walks including all curbing, pavement, striping, signage, lighting, landscaping drainage and utilities.
	1.2 Construction of Bauman Boulevard from Welsh Road to STA 7+50 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	1.3 Construction of Connector Road "A" in its entirety and Connector Road "B" STA 1+60 to intersection with Baumann Boulevard including all curbing, pavement, striping, signage, lighting and drainage and utilities.
	1.4 Construction of Retention Pond #1, Retention Pond #2, Detention Basin #5, and wetlands mitigation area including all control structures and interconnecting swales and storm sewers.
	1.5 Construction of all parking west of Rytter Road for use of the existing office complex.
Phase II	2.1 Construction of Building I with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping drainage and utilities.
	2.2 Construction of Rytter Road from Welsh Road to STA 6+00 from Welsh Road to STA 6+00 and from STA 12+50 to STA 32+00 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	2.3 Construction of Rytter Road East from Rytter Road to STA 21+50 including all curbing, pavement, striping, signage, lighting and drainage and utilities.
	2.4 Construction of Connector Road "B" from STA 0+00 to STA 1+60 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	2.5 Re-construction of access road to Welsh Road at Computer Avenue.
	2.6 Construction of Retention Pond #6 including all control structures and interconnecting swales and storm sewers.
	2.7 Construction of parking and roadway and pedestrian paths around the existing office complex off the westerly corner including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.



**CONFIDENTIAL EASTERN HOME OFFICE
PHASING PLAN ***

Phase No.	Plan Description
Phase III	<p>3.1 Construction of Building III with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping drainage and utilities.</p> <p>3.2 Construction of Bauman Boulevard from STA 7+50 to STA 11+50 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p> <p>3.3 Construction of Retention Pond #3 including all control structures and interconnecting swales and storm sewers.</p>
Phase IV	<p>4.1 Construction of Building IV with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping, drainage and utilities.</p> <p>4.2 Construction of Bauman Boulevard from STA 11+50 to Dreshtertown Road including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p>
Phase V	<p>5.1 Construction of Building V with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping, drainage and utilities.</p> <p>5.2 Construction of Retention Pond #4 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p>

* See Colored Phasing Plan for Limits of Phasing.

**Phasing of Roadway Improvements
 Prudential Eastern Home Office
 Upper Dublin Township
 Montgomery County, PA
 September 23, 1999**

By	Description	Time Frame
PHASE 1		
1. Prudential	Reconfigure existing site access opposite Blair Mill Road. Provide two entry lanes and three exit lanes.	Phase 1
2. Prudential	Widen Blair Mill Road to provide separate southbound left turn lane at Welsh Road. Ideally, coordinate construction with Exxon widening (see 8. below). Design signals in anticipation of future additional widening.	Phase 1
3. Prudential	Widen northbound Dreshertown Road to provide dual left turn lanes and a separate right turn lane. Provide overhead lane signing to Dreshertown Road.	Phase 1
4. Prudential	Widen existing site driveway opposite Computer Avenue to add right turn lane.	Phase 1
5. Prudential	Optimize signal timing at Welsh Road signals from Twining Road to Jarretstown Road.	Phase 1
6. Prudential	Construct new site access (Baumann Boulevard) to Welsh Road and signalize the intersection. Widen Welsh Road at Baumann Boulevard to provide an eastbound right-turn lane and channelized left-turn lanes in both directions.	Phase 1 ⁽¹⁾
7. Prudential	Widen Welsh Road to provide a designated left turn lane at Dreshertown Road in addition to two westbound through lanes.	Phase 1 ⁽¹⁾
8. Prudential	Widen Welsh Road between Blair Mill Road and Dreshertown Road to provide a center left turn lane at unsignalized intersections.	Phase 1
9. Prudential	Install a traffic signal at the intersection of Dreshertown Road and Bantry Drive/Beacon Hill Drive. Pave a shoulder area 80' long on southbound Dreshertown Road in advance of the intersection.	Phase 1
10. Exxon	Widen Blair Mill Road for southbound right turn lane at Welsh Road.	Phase 1
11. Upper Dublin	Coordinate with Upper Moreland regarding Exxon land development approvals (ensure dedication of right-of-way for right-turn lane on Blair Mill Road).	Phase 1
12. Upper Dublin	Coordinate with Upper Moreland Township for right-of-way acquisition from Allegro for relocation of Computer Avenue.	Phase 1



**Phasing of Roadway Improvements
Prudential Eastern Home Office
Upper Dublin Township
Montgomery County, PA
September 23, 1999**

PHASE 2		
13. Prudential	Widen existing southbound Computer Avenue to provide separate right-turn lane at Welsh Road in an acceptable alignment ⁽²⁾ .	Phase 2
14. Prudential	Install coordinated interconnected signal system along Welsh Road including all signals from Jarrettown Road to Kimball Avenue.	Phase 2
15. Prudential	Provide closed loop software and central office equipment to the Township - provide training to Township staff in operation and maintenance of system.	Phase 2
16. Prudential	Widen Dresher Road approaching Welsh Road to provide dual left-turn lanes plus a separate right turn lane, if Horsham Township project has not already done so. Provide overhead lane signing to Dreshertown Road.	Phase 2
17. Prudential	Widen Blair Mill Road for separate southbound right turn lane at Welsh Road, if not already constructed by Exxon.	Phase 2
18. Horsham	Widen Dresher Road to five lanes	Year 2001
PHASE 3		
19. Prudential	Widen Welsh Road at Blair Mill Road for westbound right turn lane. Locate traffic signals for a five lane cross section on Blair Mill Road.	Phase 3
20. Prudential	Widen eastbound Welsh Road between Dresher Road and Dreshertown Road for a separate right turn lane.	Phase 3
21. Prudential	Widen northbound Jarrettown Road for a separate right turn lane at Welsh Road. Locate traffic signals to anticipate future widening on Welsh Road.	Phase 3
22. Prudential	Widen Dreshertown Road along site frontage and realign existing curve	Phase 3
23. Prudential	Optimize Welsh Road signal system timing	Phase 3

**Phasing of Roadway Improvements
Prudential Eastern Home Office
Upper Dublin Township
Montgomery County, PA
September 23, 1999**

PHASE 4		
24. Prudential	Construct new site access (Baumann Boulevard) to Dreshertown Road and signalize. Provide separate southbound left turn lane and northbound right turn lane on Dreshertown Road at Baumann Boulevard. Prior to constructing new access, conduct peak period trip generation counts at Welsh Road driveways.	Phase 4
25. Prudential	Widen Twining Road for a separate northbound right turn lane at Welsh Road plus dual left turn lanes.	Phase 4
26. Prudential	Widen eastbound Welsh Road between Jarrettown Road and Dresher Road to provide two eastbound through lanes plus a separate left turn lane at Dresher Road.	Phase 4
27. Prudential	Following occupancy of Building 4, conduct study to determine any cutthrough of site traffic through Dawesfield to Baumann Boulevard	Phase 4
28. Prudential	Optimize Welsh Road signal system timing	Phase 4
PHASE 5		
29. Prudential	Widen site driveway opposite Blair Mill Road to provide two through lanes plus separate left and right turn lanes. Construct two receiving lanes on northbound Blair Mill Road.	Phase 5
30. Prudential	Widen eastbound Welsh Road to provide two eastbound through lanes plus a left turn lane at Jarrettown Road.	Phase 5
31. PennDOT	Widen Blair Mill Road to five lanes between Welsh Road and Easton Road	Year 2005
32. Prudential	Optimize Welsh Road signal system timing	Phase 5

- (1) *The Traffic Impact Study recommends this improvement in Phase 2; shifted to Phase 1 because of change in sequence of building development.*
- 2) *Upon Township request, a contribution of \$300,000 will be made to the Township towards a public project to relocate Computer Avenue, in lieu of constructing a southbound right-turn lane.*

RESOLUTION
NO. 1709

**RESOLUTION TO GRANT PRELIMINARY AND FINAL APPROVAL TO
LAND DEVELOPMENT APPLICATION OF DORIS LOEB
FOR PROPERTY AT 539 LIMEKILN PIKE**

WHEREAS, Doris Loeb (hereinafter "Loeb") submitted to Upper Dublin Township on or about February 1, 1999, an application for Preliminary Plan approval to expand a parking lot behind a commercial building located at 521 Limekiln Pike, which building is constructed on parcel number 54-00-10399-005, having block number 4A, and unit numbers 26 and 29 (hereinafter "Subject Property"); and

WHEREAS, the owner of the Subject Property is Doris Loeb; and

WHEREAS, the Subject Property is located on Limekiln Pike across from the Genuardi's Shopping Center and the Maple Glen Post Office; and

WHEREAS, said Subject Property is split zoned and located partially in the CR-L Commercial District and partially in the A-Residential District and is presently improved with five commercial uses including Hayecks Restaurant, Encore Kitchen and Bath, Larmon Photo, Ace Beverage, and Limekiln Pike Cleaners and improved with Mrs. Loeb's residence; and

WHEREAS, the five commercial uses are all serviced by a private well and are connected to the public sanitary sewer system, and Mrs. Loeb's house has its own well and a separate sanitary sewer connection to the public sanitary sewer system; and

WHEREAS, Mrs. Loeb proposes to expand the parking lot behind the commercial buildings, which parking expansion had already been completed prior to submission of the land development plans (hereinafter "Project"); and

WHEREAS, Mrs. Loeb submitted a Land Development Plan prepared by Chambers Associates, Inc., sheets 1 through 4 of 4, dated December 2, 1998 and last revised July 2, 1999, with Stormwater Management Report dated December 30, 1998 (hereinafter together the "Site Plan"); and

WHEREAS, the application references the Subject Property with street address of 539, but the street address is actually 521, and adjacent parcel number 54-00-10396-008, block 4A, unit 6, also owned by Doris Loeb, has street addresses of 535 and 539 Limekiln Pike for the two dwellings located thereon; and

WHEREAS, there is no zoning relief needed; and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer, and Township advisory boards, and on representations made during the land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners finds it appropriate to grant conditional preliminary and final land development approval to Doris Loeb for the Project in accordance with the Site Plans.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby grant preliminary and final land development approval to Doris Loeb for the Project, in accordance with the Site Plans, conditioned on the following:

1. Within thirty (30) days from the date of this Resolution, Doris Loeb will purchase from the Township three additional EDUs for the Property at the price of \$3,500 per EDU, for a total purchase price of \$10,500. This figure is based on calculations of current water usage on a seven-day-per-week basis showing water usage of approximately 1,942 gallons per day. If a determination is made in the future by the Township that, based on additional water usage, the then current owner of the Subject Property must purchase additional EDUs for the Subject Property, and such EDUs will be purchased by the owner at the EDU price established in the Township Code at that time.

2. The property owner may be required to provide improvements along Limekiln Pike including road widening, curb, sidewalk and drainage at such time as the governmental agency having jurisdiction of such roadway implements a comprehensive curb, sidewalk, drainage and widening network. A note to this effect is on the Site Plans at Note 4.

3. The area between the legal right-of-way and the ultimate right-of-way is reserved for future dedication, although Mrs. Loeb makes no offer of dedication at this time. A note to this effect is on the Site Plans at Note 4.

4. The property owner may be required to provide curb improvements within the parking area pursuant to Section 212-19.A of the Subdivision and Land Development Code at such time in the future as the Township Board of Commissioners determines it desirable. A note to this effect shall be added to the Site Plans.

5. The property owner may be required to provide parking spaces with a minimum length of 19 feet within the parking area pursuant to Section 212-17.F of the

Subdivision and Land Development Code at such time in the future as the Township Board of Commissioners determines it desirable. A note to this effect shall be added to the Site Plans.


6 The Board of Commissioners agrees to waive the following Code provisions as requested by Doris Loeb:

- a Subdivision Chapter, Section 212-32.F(4)(b), requirement to provide 10% green space within parking areas;
- b Subdivision Chapter, Section 212-43.C, requirement to provide on the site plans, existing features within one hundred feet of the subject tract;
- c Subdivision Chapter, Section 212-43.C(3)(a), requirement to provide a benchmark in accordance with the United States Coast and Geodetic Survey Datum;
- d Subdivision Chapter, Section 212-43.C(3)(d), requirement to provide concrete survey monuments;


7 The street address reference on the Site Plan for the Subject Property will be corrected to accurately reference "521 Limekiln Pike" before the linens are delivered to the Township Engineer for recording.

RESOLVED, this 9th day of November, 1999 at a public meeting.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTESTED:

BY: 
Paul A. Leonard, Secretary

ud\dev\loeb\resol prelim-final approv

RESOLUTION NO. 1710

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR SANITARY SEWER, STORM SEWER AND ACCESS
EASEMENT AND STORMWATER MANAGEMENT EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN
FOR "JARRETT RIDGE"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from JOHN G. EICHENLAUB, INC., (hereinafter referred to as "Grantor") Deeds of Dedication for sanitary sewer, storm sewer and access easement (hereinafter "Storm and Sanitary Sewer"), more fully described in Exhibit "A" attached hereto, identified and known as follows:

30 Foot Wide Sanitary Sewer, Storm Sewer and Access Easement; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for stormwater management easement (hereinafter "Stormwater"), more fully described in Exhibit "B" attached hereto, identified and known as follows:

20 Foot Wide Stormwater Management Easement; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Storm Sewer, Sanitary Sewer and Access Easement and Stormwater Management Easement, which Subdivision Plan was prepared by Charles E. Shoemaker, Inc., dated March 12, 1997, as last revised June 6, 1997, bearing Job No. 23930 and recorded on July 1, 1997, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A057, page 0087 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Sanitary Sewer and Storm Sewer 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 Sanitary Sewer, Storm Sewer and Stormwater Management 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 Sanitary Sewer, Storm Sewer and Access and for Stormwater Management 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 12, 1997, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 12 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.

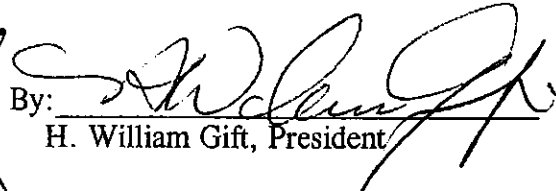
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 9th day of NOVEMBER, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\dev\heard\resolution to accept imprvmnts

**DEED OF DEDICATION FOR SANITARY SEWER, STORM SEWER AND
ACCESS EASEMENT THROUGH LOTS 4 AND 6 OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR JARRETT RIDGE**

THIS DEED OF DEDICATION made this 11 day of November,
A.D., 1999, between JOHN G. EICHENLAUB, INC. (hereinafter referred to as
"Grantor") and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate
at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, in the County of
Montgomery and Commonwealth of Pennsylvania (hereinafter referred to as "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 Development Agreement dated June 12, 1997, and recorded in the Office
for the Recording of Deeds, Norristown, Pennsylvania, Deed Book 5190, Page 1656; and

WHEREAS, Grantor now wishes to dedicate sanitary sewer, storm sewer and
access easement 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, a permanent easement and right-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 Sanitary Sewer, Storm Sewer and Access Easement on Plan of Subdivision prepared by Charles E. Shoemaker, Inc., with Job No. 23930 dated March 12, 1997, as last revised June 6, 1997, and being more fully described in exhibit attached hereto identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement and right-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 access purposes, a storm sewer culvert and main, and for a 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 easement and to cause others to construct, maintain and repair such storm sewer culvert and sanitary sewer system 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 the damage for or by reason of access or 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 easement 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, Grantors have caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.

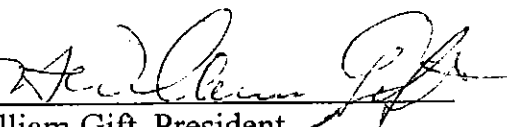
JOHN G. EICHENLAUB, INC.

(CORPORATE SEAL)


By: 
John G. Eichenlaub, President

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, on _____

TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President
Board of Commissioners

ATTEST:


Paul A. Leonard, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 11 day of November, A.D., 1999, before me the undersigned officer, personally appeared John G. Eichenlaub, who acknowledged himself to be President of John G. Eichenlaub, 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.



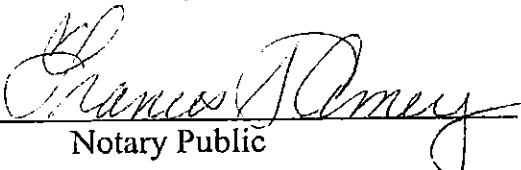
Notary Public

NOTARIAL SEAL
IVY L. BERGEY, Notary Public
Springfield Twp., Montgomery County
My Commission Expires Feb. 8, 2003

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 14th day of November, 1999, before me, a Notary Public of 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. Arney, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept 23 2002
Member, Pennsylvania Association of Notaries

CHARLES E. SHOEMAKER, INC.

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

JOHN G. EICHENLAUB
PROPOSED 30' WIDE SANITARY SEWER, STORM SEWER
AND ACCESS EASEMENT
THROUGH LOT NO. 4 AND LOT NO. 6, HEARD TRACT
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or strip of land designated as a proposed 30' wide sanitary sewer, storm sewer and access easement SITUATE in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Subdivision Plan of the Heard Tract made for John G. Eichenlaub dated March 12, 1997 and last revised May 12, 1997 (DWG. Up.Dub.-1032) as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Southwesterly right-of-way line of Heard Drive (50' wide) , said point being at the distance of twenty-three and six one-hundredths feet (23.06') measured North four degrees six minutes zero second West (N 04° 06' 00" W) along the said right-of-way line of Heard Drive from a point of tangency, said last mentioned point being at the arc distance of seventy-one ninety-one one-hundredths feet (71.91') measured Northwesterly along the arc of a circle curving to the right having a radius of one hundred seventy-five and no one-hundredths feet (175.00') from the point of curvature, said last mentioned point being at the distance of forty-eight and sixty-nine one-hundredths feet (48.69') measured North twenty-seven degrees thirty-eight minutes twenty seconds West (N 27° 38' 20" W) still along the said side of Heard Drive from the point of tangency of a radius round corner, said last mentioned point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured Northeasterly and Northwesterly along the arc of circle curving to left having a radius of fifteen and no one-hundredths feet (15.00') from the point of curvature on the Northwesterly right-of-way line of Jarrettown Road (50' wide); THENCE from said point of beginning in and through Lot No. 4 as shown on the said plan South eighty-five degrees fifty-four minutes zero seconds West (S 85° 54' 00" W) one hundred sixty-three and forty-two one-hundredths feet (163.42') to a point a corner in the line dividing the said Lot No. 4 to the Southeast from Lot No. 6 to the Northwest; THENCE along

Exhibit "A"

CHARLES E. SHOEMAKER, INC.

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

JOHN G. EICHENLAUB
PROPOSED 30' WIDE SANITARY SEWER, STORM SEWER
AND ACCESS EASEMENT
THROUGH LOT NO. 4 AND LOT NO. 6, HEARD TRACT
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
page 2

the line dividing the said Lot No. 4, Lot No. 3 and partly along Lot No. 2 to the Southeast from Lot No. 6 to the Northwest South sixty-two degrees twenty-one minutes forty seconds West (S 62° 21' 40" W) two hundred forty-two and twenty-two one-hundredths feet (242.22') to a point a corner; THENCE in and through the said Lot No. 6 North sixty-seven degrees zero minutes zero seconds West (N 67° 00' 00" W) sixty-one and twenty-nine one-hundredths feet (61.29') to a point a corner on the Southeasterly side of a proposed 20' wide stormwater management easement, the said side of the said easement being 30' Southeasterly from and parallel with the Northwesterly line of the said Lot No. 6; THENCE along the said side of the said easement North twenty-three degrees zero minutes zero seconds East (N 23° 00' 00" E) thirty and no one-hundredths feet (30.00') to a point a corner; THENCE still in and through the said Lot No. 6 South sixty-seven degrees zero minutes zero seconds East (S 67° 00' 00" E) forty-seven and ten one-hundredths feet (47.10') to a point a corner; THENCE still in and through the same North sixty-two degrees twenty-one minutes forty seconds East (N 62° 21' 40" E) two hundred thirty-four and twenty-nine one-hundredths feet (234.29') to a point a corner; THENCE still in and through the same North eighty-five degrees fifty-four minutes zero seconds East (N 85° 54' 00" E) one hundred sixty-nine and sixty-eight one-hundredths feet (169.68') to a point a corner on the aforementioned Northwesterly right-of-way line of Heard Drive; THENCE along the said right-of-way line of Heard Drive South four degrees six minutes zero seconds East (S 04° 06' 00" E) thirty and no-hundredths feet (30.00') to the first mentioned point and place of beginning.

23930
Up.Dub.-1032
April 29, 1997
Revised May 29, 1997

**DEED OF DEDICATION FOR
STORMWATER MANAGEMENT EASEMENT THROUGH LOT 6
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR JARRETT RIDGE**

THIS DEED OF DEDICATION made this 11 day of NOVEMBER, A.D., 1999, between JOHN G. EICHENLAUB, INC., (hereinafter referred to as "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, in the County of Montgomery and Commonwealth of Pennsylvania (hereinafter referred to as "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 Development Agreement dated June 12, 1997, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Deed Book 5190, Page 1656; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Jarrett Ridge" prepared by Charles E. Shoemaker, Inc., with Job No. 23930 dated March 12, 1997, with last revision dated June 6, 1997; and

WHEREAS, Grantor now wishes to dedicate stormwater management easement 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, a permanent easement and right-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 Stormwater Management Easement on a Plan of Subdivision prepared by Charles E. Shoemaker, Inc., with Job No. 23930 dated March 12, 1997, as last revised June 6, 1997, and being more fully described in exhibit attached hereto identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement and right-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 stormwater management, including the right to construct, maintain and repair any such storm sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such storm sewer culvert and pipe line(s) 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 regrade the property, 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 stormwater management system as now established or to be established by the Township of Upper Dublin, Grantee, and if such storm sewer culvert and pipe line(s) 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 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 successors and assigns, that the said easement 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, Grantors have caused this Deed of Dedication to be
duly executed the day and year first above-written intending to be legally bound.

JOHN G. EICHENLAUB, INC.

(CORPORATE SEAL)

By: *John G. Eichenlaub*
John G. Eichenlaub, President

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, on *Nov. 9, 1999*.

TOWNSHIP OF UPPER DUBLIN

ATTEST:

Paul A. Leonard
Paul A. Leonard, Secretary

By: *H. William Gift*
H. William Gift, President
Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On, this the 11th day of November, A.D., 1999, before me the undersigned officer, personally appeared John G. Eichenlaub, who acknowledged himself to be the President of John G. Eichenlaub, 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.

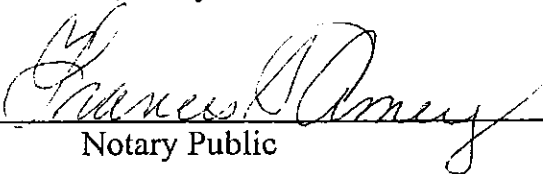
Ivy L. Bergey
Notary Public

NOTARIAL SEAL
IVY L. BERGEY, Notary Public
Springfield Twp., Montgomery County
My Commission Expires Feb. 8, 2003

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 11th day of November, 1999, before me, a Notary Public of 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. Arney, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 23, 2002
Member, Pennsylvania Association of Notaries

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

JOHN G. EICHENLAUB
 PROPOSED 20' WIDE STORMWATER MANGEMENT EASEMENT
 THROUGH LOT NO. 6, HEARD TRACT
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or strip of land designated as a proposed 20' wide stormwater management easement SITUATE in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Subdivision Plan of the Heard Tract made for John G. Eichenlaub dated March 12, 1997 and last revised May 12, 1997 (DWG. Up.Dub.-1032) as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the rear line of Lot No. 1 as shown on the said plan, said line dividing Lot No. 1 to the Southeast from Lot No. 6 to the Northwest, said point being at the distance of thirty and sixty-four one-hundredths feet (30.64') measured South seventy-eight degrees forty-two minutes one second West (S 78° 42' 01" W) along the said dividing line from a point an angle, said last mentioned point being at the distance of three hundred twenty and eight one-hundredths feet (320.08') measured South sixty-two degrees twenty-one minutes forty seconds West (S 62° 21' 40" W) along the line dividing Lot No. 2, Lot No. 3 and Lot No. 4 to the Southeast from Lot No. 6 to the Northwest, said last mentioned point being at the distance of one hundred forty-four and six one-hundredths feet (144.06') measured South eighty-five degrees fifty-four minutes zero seconds West (S 85° 54' 00" W) along the line dividing Lot No. 4 to the Southeast from Lot No. 6 to the Northwest from a point on the Southwesterly right-of-way line of Heard Drive (50' wide), said last mentioned point being at the distance of thirty-one and fifty one-hundredths feet (31.50') measured North four degrees six minutes zero seconds West (N 04° 06' 00" W) along the said right-of-way line of Heard Drive from the point of tangency, said last mentioned point being at the arc distance of seventy-one and ninety-one one-hundredths feet (71.91') measured along the arc of a circle curving to the right in a Northwesterly direction having a radius of one hundred seventy-five and no one-hundredths feet (175.00') from a point of curvature, said last mentioned point being at the distance of forty-eight and sixty-nine one-hundredths feet (48.69') measured North twenty-seven degrees thirty-eight minutes twenty seconds West (N 27° 38' 20" W) still along the said right-of-way line of Heard Drive from the point of tangency of a radius round corner, said last mentioned point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured along the arc of a circle curving to the left in a Northeasterly and

Exhibit "A"

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

JOHN G. EICHENLAUB
PROPOSED 20' WIDE STORMWATER MANGEMENT EASEMENT
THROUGH LOT NO. 6, HEARD TRACT
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
page 2

Northwesterly direction having a radius of fifteen and no one-hundredths feet (15.00') from the point of curvature on the Northwesterly right-of-way line of Jarrettown Road (50' wide); THENCE from said point of beginning along the line dividing Lot No. 1 to the Southeast from Lot No. 6 to the Northwest South seventy-eight degrees forty-two minutes one second West (S 78° 42' 01" W) twenty-four and twenty-two one-hundredths feet (24.22') to a point a corner; THENCE in and through the said Lot No. 6 and along the Southeasterly side of an existing 20' wide drainage easement, the said line being 10' Southeasterly from and parallel with the Northwesterly line of the said Lot No. 6, North twenty-three degrees zero minutes zero seconds East (N 23° 00' 00" E) two hundred ninety-eight and thirty-four one-hundredths feet (298.34') to a point an angle; THENCE still along the said side of the said drainage easement North thirty-nine degrees forty-six minutes thirty seconds East (N 39° 46' 30" E) one hundred seventy-three and fifty-two one-hundredths feet (173.52') to a point a corner in line of lands now or formerly of Nilesh Shah and Jean M. Brady; THENCE along the said lands South thirty-five degrees eighteen minutes zero seconds East (S 35° 18' 00" E) twenty and seventy one-hundredths feet (20.70') to a point a corner; THENCE in and through the said Lot No. 6 and along the Southeasterly side of the herein described easement South thirty-nine degrees forty-six minutes thirty seconds West (S 39° 46' 30" W) one hundred sixty-five and twenty-four one-hundredths feet (165.24') to a point an angle; THENCE still along the same and in and through the said Lot No. 6 South twenty-three degrees zero minutes zero seconds West (S 23° 00' 00" W) two hundred eighty-one and seventy-six one-hundredths feet (281.76') crossing the Northwesterly terminus of a proposed 30' wide sanitary sewer, storm sewer and access easement as shown on the said plan to the first mentioned point and place of beginning.

23930

Up.Dub.-1032

April 29, 1997

Revised May 29, 1997

RESOLUTION NO. 1711

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR REAL ESTATE**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from FAIRWAY VALEY, INC., successor by merger to Gwynedd Chase, Inc. (hereinafter "Grantor") a Deed of Dedication for real estate known as Montgomery County Parcel No. 54-00-05236-10-1, Block 12, Unit 74 ("Property"), said Deed of Dedication is attached hereto as Exhibit "A"; and

WHEREAS, this Property is approximately 2.6641 acres in size and is adjacent to the Pennsylvania Turnpike as shown on the Plan attached hereto as Exhibit "B"; and

WHEREAS, this Property was originally part of the Dublin Hunt II Land Development adjacent to the Property; and

WHEREAS, it was intended as part of the Land Development approval that the Developer of Dublin Hunt II (Grantor, herein) would dedicate the Property to the Township; and

WHEREAS, the Township has performed an environmental analysis of the Property and found it to be acceptable; and

WHEREAS, the proposed Cross County Bike Trail is to cross the Property; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the Property can be used by the public for the Cross County Bike Trail.

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

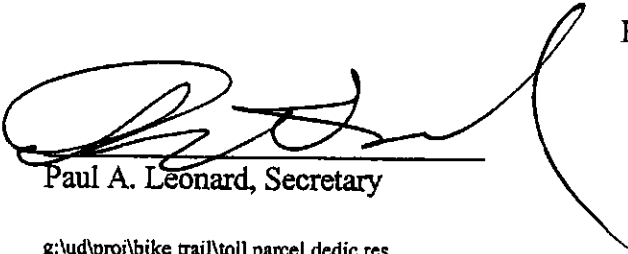
1. The Deed of Dedication offered to the Township for the Property, more fully described in Exhibits attached hereto, is accepted.
2. The proper officers of the Township are authorized to incorporate this Resolution as an

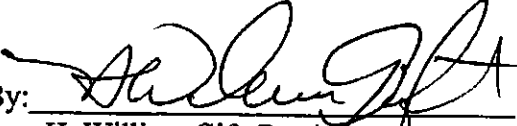
exhibit to the Deed of Dedication and to record same in the Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 7th day of ~~NOVEMBER~~ 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\proj\bike trail\toll parcel dedic res.

(4)

DEED

THIS DEED, made this 11th day of December, 1998, by and between

FAIRWAY VALLEY, INC., a Toll Brothers, Inc. affiliate, successor by merger to **GWYNEDD CHASE, INC.**, with offices at 3103 Philmont Avenue, Huntingdon Valley, Pennsylvania 19006, party of the first part,

and

TOWNSHIP OF UPPER DUBLIN, a municipality duly organized under the laws of the Commonwealth of Pennsylvania, with offices at 801 Loch Alsh Ave., Fort Washington, Pennsylvania 19034, party of the second part

WITNESSETH, that the said party of the first part, for and in consideration of the sum of **One (\$1.00) Dollar** lawful money of the United States of America, to it well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents, does remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever,

ALL THAT CERTAIN parcel of land, situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania as more particularly described on the attached Exhibit "A".

BEING known as **Montgomery County Parcel: #54-00-05236-10-1**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and Also, all the estate, right, title, interest, property, claim and demand whatsoever as well at law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

A

EASTERN STATES ENGINEERING, Inc.

Civil Engineering, Land Surveying and Land Planning Services

6

March 8, 1999

P.O. BOX 38
HUNTINGDON VALLEY, PA 19006
215/914-2050
FAX 215/914-2033

DESCRIPTION OF PROPERTY

BLOCK 12, UNIT 74

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA.

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 Tax Block 12, Unit 74 more particularly described as follows:

Beginning at a common corner of Unit 74 and lands of Pennsylvania Turnpike Commission (the southeasterly side) and running; thence

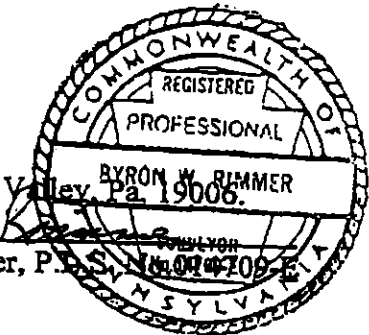
1. South 10 degrees 27 minutes 16 seconds East a distance of 60.08 feet to a point on line of lands now or formerly Pennsylvania Railroad; thence
2. Along the Pennsylvania Railroad the following four courses and distances, South 51 degrees 46 minutes 51 seconds West a distance of 199.60 feet to an angle break; thence
3. South 51 degrees 16 minutes 44 seconds West a distance of 446.89 feet to an angle break; thence
4. South 50 degrees 19 minutes 14 seconds West a distance of 300.04 feet to an angle break; thence
5. South 51 degrees 16 minutes 44 seconds West a distance of 526.95 feet to a corner; thence
6. North 29 degrees 03 minutes 16 seconds West a distance of 91.27 feet to a corner on line of the southeasterly side of the Pennsylvania Turnpike Commission; thence
7. Along said side, North 51 degrees 44 minutes 14 seconds East a distance of 771.42 feet to a point of curve; thence
8. Continuing along the southeasterly side of the Pennsylvania Turnpike Commission, passing along an arc of a circle curving to the right having a radius of 11,359.19 feet an arc distance of 715.83 feet a central angle of 3 degrees 36 minutes 38 seconds to the first mentioned point and place of beginning.

Containing: 2.6641 acres of land more or less.

Subject to restrictions and easements of record, if any.

Description prepared by Eastern States Engineering, Inc. Huntingdon Valley, Pa. 19006.

Byron W. Rimmer, P.E.



Z:\LEGAL\0067\UDT.74

Regional Offices

ESE Brandywine Valley, PA
610/647-1162

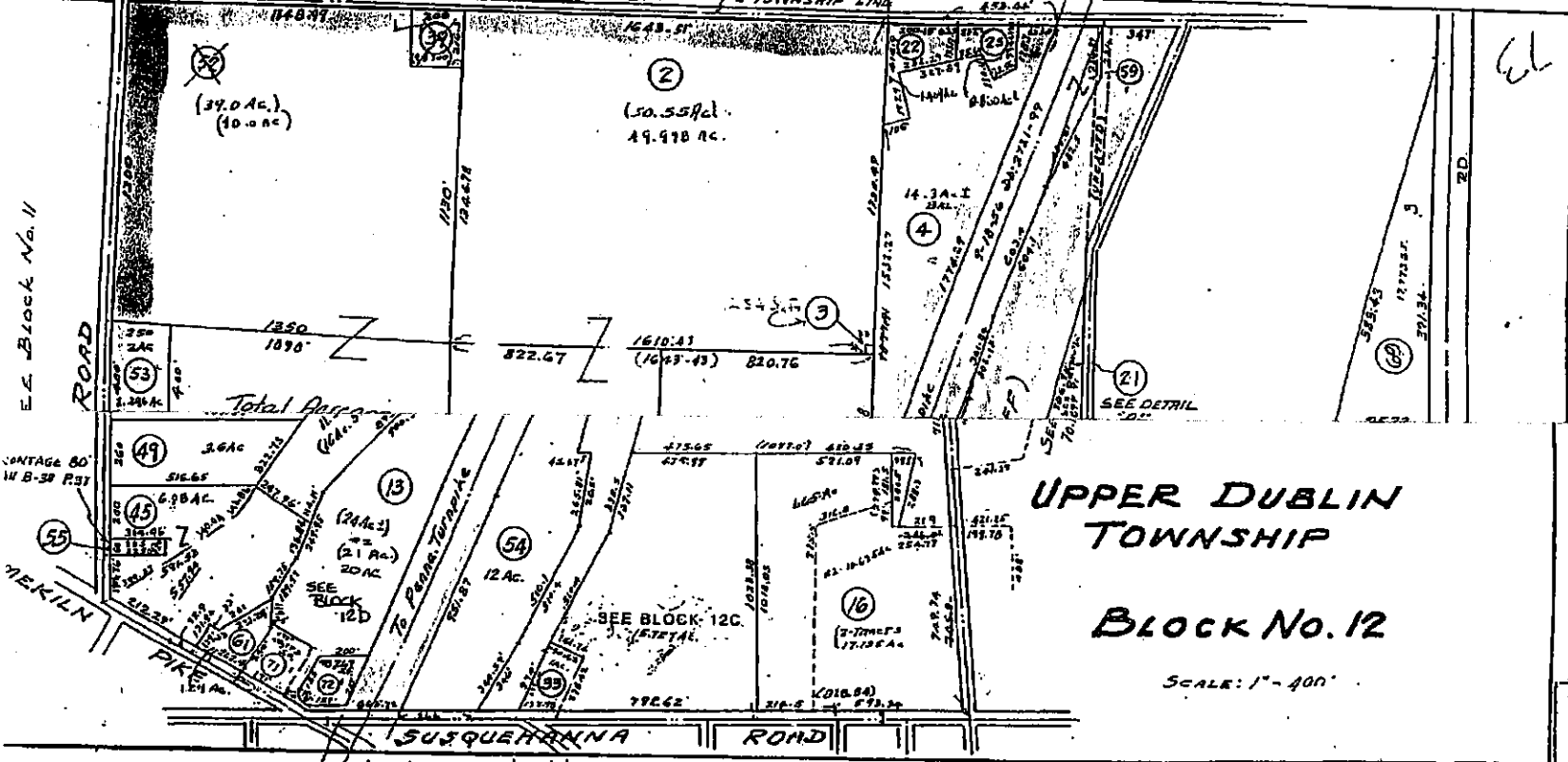
ESE New York Metro
908/638-5270

ESI Washington, DC
703/242-0830

B

HORSHAM TOWNSHIP
NEW WELSH OR MORELAND ROAD / 2 TOWNSHIP LINE

UPPER MORELAND TWP



UPPER DUBLIN TOWNSHIP

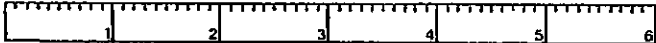
Block No. 12

SCALE: 1" = 400'

EL

12

1-800-345-7334



SCALE IN 1/16 OF AN INCH

UPPER DUBLIN TOWNSHIP
RESOLUTION
NO. 1712

WHEREAS, a portion of the sanitary sewer waste generated in Upper Dublin Township is conveyed by a public sanitary sewer system through Springfield Township to a treatment facility operated by the City of Philadelphia; and

WHEREAS, the City of Philadelphia and Springfield Township have requested the Township to recognize the City of Philadelphia Waste Water Control Regulations effective June 11, 1990, as amended June 1, 1993; and

WHEREAS, it is in the best interest of the health, safety, and welfare of Upper Dublin Township that the sanitary sewer waste generated in Upper Dublin Township and flowing through Springfield Township to the City of Philadelphia comply with the City of Philadelphia Waste Water Control Regulations.

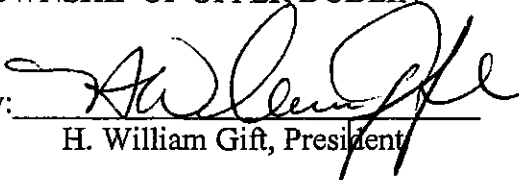
NOW, THEREFORE, it is hereby resolved as follows:

1. The Township of Upper Dublin hereby recognizes that a portion of the sanitary sewer waste generated in the Township of Upper Dublin flows through a public sanitary sewer system through Springfield Township into the City of Philadelphia, where it is treated by the City of Philadelphia.
2. The City of Philadelphia has adopted City of Philadelphia Waste Water Control Regulations effective June 11, 1990, as amended, June 1, 1993, a copy of which is attached hereto as Exhibit "A".
3. The Township of Upper Dublin hereby requires all sanitary sewer waste which is generated in the Township of Upper Dublin and conveyed through Springfield Township into the

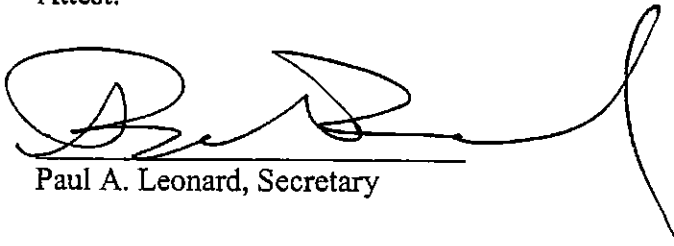
City of Philadelphia to comply with the regulations set forth in the City of Philadelphia Waste Water Control Regulations.

Resolved by the Board of Commissioners of the Township of Upper Dublin on this 9th day of NOVEMBER, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

Attest:


Paul A. Leonard, Secretary

g:\ud\proj\Philadelphia Sani Sewer

CITY OF PHILADELPHIA

WATER DEPARTMENT

WASTEWATER CONTROL REGULATIONS

WHEREAS, the Philadelphia Home Rule Charter, Section 5-800 et seq mandates that the Philadelphia Water Department operate the City of Philadelphia water supply and wastewater collection systems; and

WHEREAS, the Philadelphia Water Department must insure sound and safe operation of the wastewater treatment plants and sewer collection system; and

WHEREAS, the federal Clean Water Act requires that the City prevent the introduction of pollutants into the City wastewater system which will interfere with the operation of the system or contaminate the resulting sludge; and

WHEREAS, the federal Clean Water Act requires that the City prevent the introduction of pollutants into the City wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system; and

WHEREAS an objective of the federal Clean Water Act is to improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

NOW THEREFORE, the City of Philadelphia Water Department promulgates these Wastewater Control Regulations.

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73

ments for the other Users; authorize monitoring and enforcement activities; require User reporting and compliance schedule submissions.

1.2 DEFINITIONS

Unless the context specifically indicates otherwise, the following terms and phrases, as used in these regulations, shall have the following meanings:

- (1) Act or "the Act" or Clean Water Act. Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, the Clean Water Act of 1977 and the Water Quality Act of 1987, 33 U.S.C. 1251 et seq., and any subsequent amendments thereto.
- (2) Approval Authority. The Director in an NPDES state with an approved State Pretreatment Program and the Administrator of the EPA in a non-NPDES state or NPDES state without an Approved State Pretreatment Program.
- (3) Authorized Representative of Industrial User.
 - (1) In the case of a corporation, a president, secretary, treasurer or vice president of the corporation in charge of a principal business function;
 - (2) In the case of a partnership or proprietorship, a general partner or proprietor; and
 - (3) A duly authorized representative of the individual designated above if (a) such representative is responsible for the overall operation of the facilities from which the indirect discharge into the POTW originates; (b) the authorization is in writing; and (c) the written authorization is submitted to the POTW.

- (13) Control Authority. The term "control authority" shall refer to the City of Philadelphia Water Department and/or the City Water Commissioner.
- (14) Daily Maximum. The maximum allowable discharge of a pollutant during a calendar day or other 24 hour period as allowed by the POTW. Where maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of a day. Where daily maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of all measurements taken that day.
- (15) Department. Water Department of the City of Philadelphia.
- (16) Direct Discharge. The discharge of treated or untreated wastewater directly to the waters of the Commonwealth of Pennsylvania which may occur through the City's stormwater conduits or combined sewer outfall structures.
- (17) Environmental Protection Agency or EPA. The United States Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
- (18) Deleted per June 1, 1993 Amendments.
- (19) Grab Sample. A sample which is taken from a wastestream on a one-time basis, in 15 minutes or less, and with no regard to the volume of flow of the wastestream.
- (20) Holding tank waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(d) The introduction of pollutants, either alone or in conjunction with other discharges, which when reaching the Treatment Plant, inhibits, disrupts or limits the Solid Waste Byproducts disposal options available to the POTW, whether or not it causes or contributes to a violation of Section 405 of the Act, the Solid Waste Disposal Act or any other law or regulation regulating Solid Waste Byproducts.

(e) The introduction of pollutants into the City's Collector System, which alone or in conjunction with other discharges, inhibits, disrupts or adversely affects the operations or maintenance of the Collector System.

- (24) Monthly Average. The arithmetic mean of the values for effluent samples collected over a calendar month.
- (25) National Categorical Pretreatment Standards. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users and pretreatment standards as published in 40 CFR Chapter I, Sub Chapter N.
- (26) National Pollutant Discharge Elimination System or NPDES Permit. A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342).
- (27) National Prohibitive Discharge Standard or Prohibitive Discharge Standard. Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR Section 403.5.
- (28) New Source. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of

materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural waste or any other contaminant discharged into water.

(35) Pretreatment or Treatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction, elimination or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by 40 CFR Section 403.6(d).

(36) Process wastewater. Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.

(37) Pretreatment Standards or Requirements. Any substantive or procedural requirement related to pretreatment, including, but not limited to, those requirements found in the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403), the National Categorical Pretreatment Standards, the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq) and the Solid Waste Management Act (35 P.S. §6018.101 et seq) as they relate to the proper disposal of pretreatment sludges, the City of Philadelphia Wastewater Control Regulations and any Order issued under those Regulations, the Industrial User's Wastewater Discharge Permit and any other federal, state or local law or regulation which regulates discharges to the POTW.

- (41.1) Solid Waste Byproducts. Materials related to POTW operations which include, but are not limited to, grit, scum, screenings, incinerator ash, sludges and dredge spoils.
- (41.2) Spill or Slug Discharge. Any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or non-customary batch discharge, or any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards found in Section 2.1 of these Regulations.
- (42) State. The Commonwealth of Pennsylvania.
- (43) Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended.
- (44) Storm Water. Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (45) Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering expressed in terms of concentration (milligrams per liter (mg/l)).
- (46) Toxic Pollutant. Any pollutant or combination of pollutants listed as toxic pursuant to Pennsylvania Statutes and Rules, Section 307(a) of the Act or other Federal statutes.
- (47) Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated.

- SWDA - Solid Waste Disposal Act, 42 U.S.C. 6901, et seq.
- TSS - Total Suspended Solids.
- USC - United States Code.

SECTION 2 - REGULATIONS

2.1 GENERAL DISCHARGE PROHIBITIONS

- a) No User shall contribute or cause to be contributed, directly or indirectly, to the POTW any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such Users of the POTW whether or not the User is subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements.
- b) No User shall contribute the following substances to any POTW:
 - 1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time, shall the atmosphere in a private sewer leading to a POTW structure exceed 25% Lower Explosive Limit (LEL) unless the User can demonstrate that such a discharge does not create at the point of discharge into the POTW or at any other point in the POTW a reading over 10% LEL as measured by an explosimeter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which can create a fire or explosion hazard to the POTW.

Industrial Users to that treatment plant to a pH range of 6.0 to 9.0, upon oral or written notice, for as long as the City deems necessary.

- 4) Any wastewater containing pollutants which may, either singly or by interaction with other pollutants, (a) injure, adversely affect or interfere with any wastewater treatment process; or (b) constitute a hazard to humans or other biota, or may create an adverse effect in the receiving waters of the POTW, as determined through biomonitoring conducted on the POTW's effluent or through in-stream monitoring; or (c) violate any provision of the Federal Clean Air Act (42 U.S.C. 7401 et seq) as amended, or local air quality regulations.
- 5) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or may result in toxic gases, vapor or fumes or are sufficient to prevent entry into the POTW for maintenance and repair without respiratory protection or other personal safety equipment.
- 6) Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, nor any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management methods being used by City.

- 13) Any wastewater containing motor oils or lubricants removed from vehicles or other machinery.
- 14) Any wastewater containing substances which may solidify or become viscous at temperatures between 32° and 150°F.
- 15) Any sludges from septage or holding tanks without prior written approval of the Department.
- 16) Any wastewater which because of its chemical nature or composition causes the sewer atmosphere to contain airborne chemical concentrations in exceedance of concentrations established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR Section 1910, regardless of duration of exposure experienced by any individual, whether a Department or contractor's employee, unless written authorization is granted by the Commissioner.
- 17) Wastewater which may create a fire or explosive hazard in the POTW, including, but not limited to, wastewater with a closed-cup flashpoint of less than 140°F using the test methods specified in 40 CFR 261.21.
- 18) Any wastewater which, alone or in conjunction with any other discharges, causes foam anywhere in the treatment plant or its effluent.

In addition, the following activities are prohibited:

- 19) No person shall discharge wastewater, pollutants, chemicals or any other substance or contaminant into street inlets or through sewer manholes without the prior written approval of the POTW.
- 20) No person who generates wastewater at one property shall discharge it at another property without prior written approval from the POTW.

dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with any Pretreatment Standards or Requirements.

c) Deleted per June 1, 1993 Amendments.

2.2 GENERAL PRETREATMENT REGULATIONS AND NATIONAL CATEGORICAL PRETREATMENT STANDARDS

All users shall comply with all provisions contained in the General Pretreatment Regulations (40 CFR Part 403) as amended, and if applicable, National Categorical Pretreatment Standards (40 CFR Chapter I, Subchapter N) as amended. Any limitations imposed under the General Pretreatment Regulations or the National Categorical Pretreatment Standards which are more stringent than the limitations in these regulations shall supersede the limitations imposed under these regulations.

2.3 MODIFICATION OF FEDERAL CATEGORICAL PRETREATMENT STANDARDS

Where the City's wastewater treatment system achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the City may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards of an Industrial User or a whole category.

2.4 SPECIFIC POLLUTANT LIMITATIONS

a) No person shall discharge the following substances in excess of the concentrations, in milligrams per liter, (mg/l), as expressed below:

	<u>Daily Maximum</u>		<u>Monthly Average</u>
arsenic	0.01	mg/l	0.005
cadmium	0.2		0.1
copper	4.5		2.7
lead	0.69		0.43

para-Dichlorobenzene
PCB-1248
PCB-1260
Phenanthrene
Phenols
Pyrene
Styrene
Tetrachloroethylene (Perchloroethylene)
Tin
Titanium
Toluene
Toxaphene (chlorinated camphene)
Trichloroethylene
Vinyl chloride
1,1,1,2-Tetrachloroethane
1,1,2,2-Tetrachloroethane
1,1,2-Trichloroethane
1,1-Dichloroethane
1,1-Dichloroethylene
1,1-Dichloropropene
1,2 trans,dichloroethylene
1,2,3-Trichloropropane
1,2-cis,dichloroethylene
1,2-Dibromo-3-Chloropropane
1,2-Dichloroethane
1,2-Dichloropropane
1,3-Dichloropropane
1,3-Dichloropropene
1,4-Dichlorobenzene(p)
2-Chlorophenol
2,2-Dichloropropane
2,4-Dinitrophenol
2,4-Dinitrotoluene
3,3-Dichlorobenzidene

The City reserves the right to modify this list of materials prohibited from entering the POTW as may become necessary by virtue of new state or federal regulations.

- c) Chlorine and Ammonia. The free chlorine and/or free ammonia content of the waste shall be limited to 5 mg/l at any time as shown by grab sample. In particular instances where a mist-free atmosphere, as needed during inspection and maintenance of a sewer, or to protect the POTW, is otherwise not attainable, the Department may direct the User to further reduce its discharge of chlorine and/or ammonia, either on a

2.6 CITY'S RIGHT OF REVISION

The City reserves the right to establish by regulation more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 1.1 of these Regulations.

2.7 DELETED PER JUNE 1, 1993 AMENDMENTS

2.8 ACCIDENTAL DISCHARGES

a) Spill Prevention Plan

Each User shall provide protection from accidental discharge of prohibited materials or other substances which may interfere with the POTW by developing a Spill Prevention Plan. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Department for review, and shall be approved by the Department before construction of the facility. The Spill Plan shall contain, at a minimum, the following:

- (1) Description of discharge practices, including routine and non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for promptly notifying City of spills or slug discharges, with procedures for follow-up written notification within five (5) working days;
- (4) Any necessary procedures to prevent accidental spills, including

(2) Written Notice: Within five (5) business days, unless a different period is prescribed by the City, following an accidental discharge the User shall submit to the Department a detailed written report describing the cause of the discharge and the measures that will be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by these regulations or other applicable law.

c) Notice to Employees

A notice shall be permanently posted on the User's bulletin board(s) or other prominent places advising employees whom to call in the event of a dangerous discharge. Employers shall advise all employees who may cause or be injured by such a discharge of the emergency notification procedure.

SECTION 3 - ADMINISTRATION

3.1 WASTEWATER DISCHARGES

All discharges to the POTW must be in compliance with these Regulations.

3.2 WASTEWATER DISCHARGE PERMITS

3.2.1 GENERAL PERMITS

All Significant Industrial Users proposing to connect to or contribute to the POTW shall obtain a wastewater discharge permit before connecting to or

- b) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
- c) Wastewater constituents and characteristics including but not limited to those mentioned in Section 2 of these regulations as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part 136, as amended; User shall follow the requirements of 40 CFR 403.12(b)(5), Measurement of Pollutants.
- d) Time and duration of contribution;
- e) Average daily and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- g) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any City, State, or Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards;

- k) Type and amount of raw materials processed (average and maximum per day);
- l) Number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- m) Any other information as may be deemed by the City to be necessary to evaluate the permit application.
- n) The User shall submit a list of any environmental control permits held by or for the facility.

The City will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the City may issue a wastewater discharge permit subject to terms and conditions provided herein.

3.2.3 PROMULGATION OF ADDITIONAL NATIONAL CATEGORICAL PRETREATMENT STANDARDS

When additional and/or new National Categorical Pretreatment Standards are promulgated, any User subject to such additional or new Standards shall apply for a Wastewater Discharge Permit within 180 days of the promulgation of such Standard. In addition, any User with an existing Wastewater Discharge Permit shall submit to the Department within 180 days of the promulgation of an applicable National Categorical Pretreatment Standard the information required by paragraphs (h) and (i) of Section 3.2.2.

3.2.3.1 PERMIT MODIFICATIONS

The Department may modify any existing permit for any of the following reasons:

- d) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- e) Compliance schedules. The Department may, at its discretion, issue interim effluent limits as part of a Compliance Schedule;
- f) Requirements for submission of technical reports or discharge reports (see Section 3.3);
- g) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City, and affording City access thereto;
- h) Requirements for notification of the City of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;
- i) Requirements for notification of slug discharges;
- j) Other conditions as deemed appropriate by the Department to ensure compliance with these Regulations.

3.2.5 PUBLIC NOTICE OF PERMIT ISSUANCE

- a) Public notice of every proposed wastewater discharge permit ("permit") shall be published by the Water Department in a newspaper of daily circulation within the geographical area of the discharge. The notice shall include at least the following:

- b) If a User wishes to contest any provisions of the permit, the User may file an appeal pursuant to the Philadelphia Home Rule Charter. The appeal shall specifically state all terms and/or conditions of the permit which are being challenged and shall state all reasons why the User believes the terms and/or conditions are inappropriate. The appeal shall be taken within thirty (30) days of the User's receipt of the permit. Failure to appeal within this time period shall result in a waiver of all legal rights to challenge the terms and/or conditions of the permit. Where the permit has been appealed, the appeal shall only stay the contested terms and/or conditions of the permit and not the entire permit. The remainder of the permit remains in full force and effect.

3.2.7 WASTEWATER DISCHARGE PERMIT TRANSFER

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least 30 days advance written notice to the City and the City approves the wastewater discharge permit transfer. The notice to the City must include a written certification by the new owner or operator which:

- a) States that the new owner and/or operator has no immediate intent to change the facility's operation or processes;
- b) Identifies the specific date on which the transfer is to occur;
- c) Acknowledges full responsibility for complying with the existing wastewater discharge permit; and
- d) Acknowledges full responsibility for correcting all pre-existing violations, including, but not limited to, implementing corrective action plans and paying fines.

ceding reporting period. The Periodic Compliance Report shall contain, at minimum, the following:

- (1) The results of the monitoring program conducted by Industrial User, including all sample results, sampling frequency and sample type (grab or composite). All analyses shall be performed in accordance with procedures established by the EPA pursuant to section 304(g) of the Act and contained in 40 CFR Part 136, and amendments thereto, or other test procedures approved by the EPA.

Samples and measurements taken for purposes of the monitoring requirements shall be representative of the monitored activity.

- (2) Wastewater flow data for the reporting period.
- (3) A statement as to whether or not Industrial User has achieved compliance with all Pretreatment Standards or Requirements.
- (4) If the Industrial User has not achieved compliance with all Pretreatment Standards or Requirements, a proposed schedule indicating what additional pretreatment and/or operations and maintenance will be required to achieve compliance in the shortest time.
- (5) The following certification statement, signed and dated by an authorized representative of the Industrial User. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of

information to the extent such information is known and readily available to the Industrial User: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements.

- (2) The Industrial User is exempt from the requirements of paragraph (1) of this section during a calendar month in which it discharges no more than fifteen kilograms of hazardous wastes, if allowed under its permit, unless the wastes are RCRA acute hazardous wastes, which requires a one-time notification.

Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste, where allowed by its permit, do not require additional notification.

- (3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the City, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (4) In the case of any notification made under this section, the Industrial User shall certify that it has a program in place to reduce the volume

403.6(a)(2)(ii) and Section 3.9 of these Regulations, and which is also found at Section VI(D) of the Permit Standard Conditions.

3.3.6 NOTICE OF POTENTIAL PROBLEMS

Industrial User shall notify the POTW immediately of all discharges which could cause problems to the POTW, including spills or slug discharges, by Industrial User.

3.3.7 NOTICE OF INDICATION OF VIOLATION

If sampling performed by Industrial User indicates a violation, user shall notify the City within 24 hours of becoming aware of the violation, and submit to the City within five (5) business days, unless otherwise specified, a detailed written report describing the discharge and the measures taken to prevent similar future occurrences. User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within 30 days of becoming aware of the violation.

3.3.8 SURCHARGE REPORTS

The City may require any User subject to wastewater surcharge rates to file Surcharge Reports on a quarterly or more frequent basis. These Surcharge Reports shall contain information necessary to calculate surcharge billings, which includes, but is not limited to, flow, BOD and suspended solids.

3.3.9 RESPONSES TO NOTICES OF VIOLATIONS AND NOTICES OF SIGNIFICANT NON COMPLIANCE

All Users shall respond in writing to Notices of Violations and Notices of Significant Non-Compliance within 15 days of their receipt of these Notices

3.5 INSPECTION AND SAMPLING

- a) The City may inspect Users' facilities to determine compliance with Pretreatment Standards or Requirements. Persons or occupants of premises where wastewater is or may be created or discharged shall allow the City or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, copying of records or for the performance of any of their duties.
- b) The City shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.
- c) Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

3.6 PRETREATMENT

Users shall provide necessary wastewater treatment as required to comply with these Regulations and shall achieve compliance with all Pretreatment Standards or Requirements. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated and maintained at the User's expense. A Pretreatment Facilities Report containing detailed plans showing the pretreatment facilities and detailed operating procedures shall be submitted to the City for review, and shall be acceptable to the City before construction or

available to the public or other governmental agency without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

- b) When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request by governmental agencies for uses related to this regulation, the City's National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System permit and/or the Pretreatment Program, and for use by State and Federal government or any state or federal agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

3.8 PUBLIC NOTIFICATION

The City shall publish, at least semi-annually in the daily newspaper with the largest circulation a list of the Users which were in Significant Noncompliance, as defined in Section 6 of these Regulations, during the previous six months. The notification may also summarize any enforcement actions taken against the User(s) during the same six months.

3.9 CERTIFICATION REQUIREMENT

All reports, including, but not limited to, baseline monitoring reports, reports on compliance with categorical pretreatment standards and periodic compliance

- c) Should the person fail to immediately comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including but not limited to termination of water service, and/or immediate severance of the sewer connection.
- d) City shall revoke its emergency suspension order and restore wastewater and/or water service once the following information has been provided to and accepted by the City:
 - (1) A detailed written report describing the cause(s) of the harmful contribution and indicating what measures have been taken to prevent any future occurrence of same, and
 - (2) Proof of the elimination of the harmful discharge.
- e) Revocation of an emergency suspension order and restoration of wastewater and/or water service shall not preclude the City from taking any other enforcement action as permitted under Sections 4.2 through 4.10, inclusive, and Section 6 of these Regulations.

4.2 REVOCATION OF PERMIT

Any User who violates these regulations, the Wastewater Discharge permit, or any applicable Federal, State or local law, is subject to having his wastewater discharge permit revoked in accordance with the procedures of Section 4.3 of these regulations. Revocation of a User's Permit requires the User to immediately cease all wastewater contributions.

4.3 PROCEDURE FOR REVOCATION OF PERMIT

- a) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by

- a) immediate termination of the User's water service;
- b) immediate severance of the User's sewer connection;
- c) any other action designed to immediately terminate the User's wastewater discharge.
- d) All costs related to terminating or reinstating after termination the User's water and/or sewer service shall be borne by the User.

4.5 REISSUANCE OF PERMIT AFTER REVOCATION

- a) Where a User has failed to respond to a notice of revocation in accordance with Section 4.3 of these Regulations and/or has failed to comply with the Commissioner's final determination order, the City may decline to reissue a permit.
- b) No permit shall be reissued until the User has submitted and completed a corrective action plan which will ensure compliance with all Pretreatment Standards or Requirements.
- c) Prior to reissuance of a Permit the City may require the User to:
 - 1) file with the City a performance bond payable to the City, in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance; or
 - 2) submit proof that it has obtained liability insurance acceptable to the City, sufficient to restore or repair the POTW for damages that may be caused by the User's discharge.

4.6 PROCEDURE FOR TERMINATING DISCHARGE AGAINST NON-PERMITTED USERS

- a) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by

4.6.1 ADMINISTRATIVE ORDERS

Whenever a User has violated or continues to violate any Pretreatment Standards or Requirements the Commissioner may issue an Administrative Order requiring the User to correct the violations and to return to compliance. The Order may require that any of the following actions be taken:

- (1) install new or additional pretreatment facilities to ensure compliance with all Pretreatment Standards or Requirements;
- (2) make operational changes to ensure compliance with all Pretreatment Standards or Requirements;
- (3) meet interim and/or final deadlines by which actions and/or compliance must be achieved;
- (4) conduct additional self-monitoring and additional reporting;
- (5) require remediation of any damage done to the POTW or the environment;
- (6) establish interim effluent limits;
- (7) require the User's Wastewater Discharge Permit to be amended in accordance with these regulations;
- (8) require the User to submit information and reports;
- (9) pay fines in accordance with Section 6 of these regulations;
- (10) take any other action which the Commissioner deems necessary to ensure both present and future compliance with all Pretreatment Standards or Requirements.

If the User fails to comply with the Administrative Order, the User's wastewater and/or water service may be terminated. The issuance of an Administrative Order shall not be a bar against, or a prerequisite for, taking any other action against the User. If the User wishes to contest the Administrative Order, it

SECTION 5 - FEES

5.1 PURPOSE

It is the purpose of this section to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein.

5.2 CHARGES AND FEES

1. All industrial users applying for or issued a permit after the promulgation of these regulations shall pay a fee of \$500.00 per permit application.
2. The City may adopt charges and fees which may include:
 - a) fees for reimbursement of costs of setting up and operating the City's pretreatment Program;
 - b) fees for monitoring, inspections and surveillance procedures;
 - c) fees for reviewing accidental discharge procedures and construction;
 - d) other fees as the City may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by these regulations and are separate from all other fees chargeable by the City. The Department reserves the right to change the fees set forth herein.

or Requirements. The amount of the civil penalty shall be calculated in accordance with Sections 6.5, 6.6 and 6.7.

An Industrial User is in significant noncompliance if it meets one or more of the following criteria:

- 1) If 33% or more of all samples taken for any single parameter during a six month period demonstrate exceedances, by any amount, of the daily maximum effluent limitation or the monthly average limitation.
- 2) Monitoring for any parameter less than 66% of the total sampling events required by the Permit.
- 3) Discharging without the required Permit under the wastewater Control Regulations.
- 4) Any violation of any pretreatment effluent limit that the Department determines has caused, either alone or in combination with any other discharges, interference or pass through.
- 5) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or the environment or has resulted in the Department's exercise of its emergency authority.
- 6) Violation by 45 days or more of the scheduled date of compliance with milestones for starting construction, completing construction, attaining final compliance or any other milestone event described in any compliance schedule.
- 7) Failure to provide any required reports such as Baseline Monitoring Reports, 90 Day Compliance Reports, Periodic Compliance Reports, Spill or Slug Discharge Reports, Surcharge Reports, Responses to Notices of Violation or Notices of Significant Non Compliance, Compliance Schedule Reports, Pretreatment Facilities Report or any other Report required by

- k) Hazardous Waste Notification pursuant to 40 C.F.R.403.12(p);
- l) Pretreatment Facilities Reports.

5. Incomplete Reporting

In this category, reports and notifications are timely submitted but contain errors or omissions.

6. Intentional Falsification of Reports or Data or Knowingly Rendering Any Monitoring Device or Method Inaccurate

In this category, where the Industrial User has intentionally falsified reports or data, the maximum penalty of \$25,000 per falsification will be assessed. Similarly, where the Industrial User knowingly renders any monitoring device or method inaccurate, this category requires that the maximum penalty be assessed.

7. Spills or Slug Discharges

A spill or slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or non-customary batch discharge. Violations as the result of spills or slug discharges are addressed in this category.

8. Unauthorized Discharge

This category includes three types of violations. First, where an Industrial User required to have a Permit discharges pollutants without a Wastewater Discharge Permit. Second, where an already permitted Industrial User is discharging pollutants from a regulated process which has not been specifically approved by the City and controlled by

12. Failure to Admit Authorized Personnel

This category involves an Industrial User's refusal to allow a City representative ready access to a facility for purposes of inspection, sampling, records examination and/or copying or for the performance of any other duty.

13. Failure to Notify of Any Substantial Change in the Volume or Character of Pollutants in Discharge (See 40 C.F.R.403.12(j))

This category involves any violations resulting from the Industrial User's failure to comply with the advance notification of changed discharge requirements contained in 40 C.F.R. 403.12(j).

14. Failure to Mitigate Non Compliance

An Industrial User has an obligation to mitigate its noncompliance. Violation of this obligation is addressed in this category.

15. Improper Disposal of Pretreatment Sludges and Spent Chemicals

Industrial Users must dispose of hazardous sludges and spent chemicals in accordance with all applicable laws including but not limited to the Clean Water Act and the Resource Conservation and Recovery Act.

16. Unauthorized Bypass

Industrial Users processing regulated wastestreams through their pretreatment facilities are prohibited from bypassing such pretreatment facilities unless they notify the City in advance of any bypass and obtain the City's prior written approval authorizing such bypass.

subject to a Consent Decree, and stipulated penalties are contained therein, then the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

(c) FOOTNOTE 4 - COLUMN IV

THIRD CONSECUTIVE SNC NOTIFICATION OR CAUSES
OR CONTRIBUTES TO PASS THROUGH OR INTERFERENCE

This range of civil penalties applies in two situations. First, where the Industrial User has received a third consecutive notice of SNC for the same standard or requirement. Second, where the violation has caused or contributed to pass through or interference as defined in these regulations at Section 1.2 (23) and (30). Again, where an Administrative Consent Order or Consent Decree provides for stipulated penalties, the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

FOOTNOTE 5

Once the type of violation has been identified in Column I, and the appropriate range of civil penalties selected from Columns II, III and IV, the precise civil penalty within the appropriate range must be selected. Selection of the precise civil penalty will be based on those Selection Factors appropriate for each type of violation which are found in Column V. The six selection factors are lettered A through F as follows:

- A. SEVERITY OF VIOLATION
- B. SPECIFIC COMPLIANCE HISTORY

C - General Compliance History

This factor considers the Industrial User's present and past overall compliance with all Pretreatment Standards or Requirements.

D - Reasons for Violation (self-explanatory)

E - Completeness

For the violation categories Incomplete Reporting and Inadequate Record Keeping the level and/or degree of omissions and errors shall be considered.

F - Consent Decree or Administrative Order

For the violation category Compliance Schedule Completion Dates the Industrial User's past and present history of compliance with the Decree or Administrative Order should be examined.

Finally, although addressed separately in Sections 6.6 and 6.7, for all categories of violations the economic benefit of noncompliance and any damages, costs and fines must be recovered in selecting the precise civil penalty within the appropriate range.

FOOTNOTE 6

For most violations, the appropriate range of penalties is selected by the criteria discussed in footnotes 2, 3 and 4. However, for the categories of Inadequate Record Keeping and Failure to Admit Personnel, the appropriate ranges are selected differently.

For these categories, the civil penalty range moves from Column II to III if that Industrial User has ever in the past been cited for a

In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the severity of the violations, the reason for the violation and how quickly the Industrial User abates the violation.

6.7. RECOVERY OF DAMAGES, COSTS AND FINES

In all cases, the civil penalty shall, at a minimum, be set so that it fully compensates the City for any damage or injury to the POTW, its employees, the POTW's sludge or the environment. Any and all costs incurred by the City to correct or compensate for the damage or injury shall also be fully recovered in the civil penalty. Costs shall include, but not be limited to, attorney's fees, court costs, court reporter fees and other expenses associated with enforcement activities, as well as all sampling and monitoring expenses related to discovering, enforcing and maintaining the Industrial User's compliance. Where violation of the Pretreatment Standards or Requirements causes, either alone or in conjunction with a discharge or discharges from other sources, the City to violate any local, state or federal law or regulation, and the City is fined for this violation, the civil penalty assessed shall fully reimburse the City for the fine paid.

If a situation arises where the amount assessed under the Civil Penalty Grid fails to fully compensate the City for all damages, costs and fines, then the Civil Penalty Grid shall not be used to determine the civil penalty. Rather, the City shall set the civil penalty by first calculating all damages, costs and fines to the City resulting from the violation. Next, this amount shall be increased by anywhere from 10% to 100%. This increased amount shall constitute the civil penalty.

In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the extent and nature of the damage, its impact on the POTW,

SECTION 10 - EFFECTIVE DATE OF REGULATIONS


These regulations shall be effective June 11, 1990

Date: May 11, 1990



JOHN PLONSKI
Water Commissioner

Approved as to form:



CAROL HORNE PENN
Assistant City Solicitor

EFFECTIVE DATE OF AMENDMENTS

These amendments to the City of Philadelphia Wastewater Control Regulations (Effective June 11, 1990) shall become effective at midnight of the thirtieth day after their filing with the Department of Records.

DATE FILED: April 29, 1993



KUMAR KISHINCHAND
WATER COMMISSIONER

Approved as to form:



DAVID A. KATZ
Divisional Deputy City Solicitor


RESOLUTION No: 1713

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

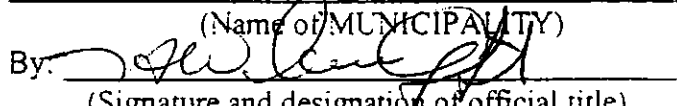
is hereby resolved by authority of the same, that the President of
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:


(Signature and designation of official title)
Paul A. Leonard, Secretary

I, H. William Gift
(Name)

Upper Dublin Township
(Name of MUNICIPALITY)
By: 
(Signature and designation of official title)
H. William Gift, President

President
(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 Commissioners, held the 9th day of November, 19 99.
(Name of governing body)

DATE:

11/9/99


(Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES 5 - YEAR

AGREEMENT NO 264876
FID/SSN # 23-600.3042

THIS AGREEMENT, made and entered into this 5th day of January 2000, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

the Upper Dublin Township AND _____ of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("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, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 99-00; 00-01; 01-02; 02-03; and 03-04. (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this agreement, regardless of the amount of work required.

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

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit "A" to this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT specifications ("Publication 408"), policies and procedures set forth in the PennDOT MORIS Highway Maintenance Foreman Manual ("Publication 113") and the PennDOT Maintenance Manual ("Publication 23") which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 PA. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th of each Winter Season. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. Attached to and included as part of this Agreement is the COMMONWEALTH "Nondiscrimination Clause" (Exhibit "B"), the "Contractor Integrity Provisions" (Exhibit "C"), the "Provisions Concerning the Americans with Disabilities Act" (Exhibit "D") and the "Contractor Responsibility Provisions" (Exhibit "E").
9. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
10. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
11. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.

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

ATTEST

CONTRACTOR

[Signature]
Title: SECRETARY
DATE: 11/8/99

x BY [Signature]
Title: PRESIDENT
DATE: 11/8/99

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, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY [Signature] 12/3/99
District Engineer Date

APPROVED AS TO LEGALITY
AND FORM

[Signature] 12/13/99
Chief Counsel Date

RECORDED NO. 064876
Certified Funds Available Under
Activity Program 712
SYMBOL 010-008-187 99/30 01/02/03 - 1
AMOUNT 202,030.87
BY [Signature] 1/5/00
Signature Date

[Signature] Comptroller

"Contract No. 064876 is split 0 %, expenditure amount of 0% for Federal funds and 100 % expenditure amount of 202,030.87 for State funds. The related Federal Assistance program name and number is MA; MA. The State Assistance program name and number is General; 712." Maint

Pre-approved Form: OGC No. 18-K-244
App'd OAG 08/02/93

EXHIBIT "B" COMMONWEALTH NON-DISCRIMINATION CLAUSE

(11/19/85)

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, 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 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 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 "C" COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS (12/20/91)

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 of 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's 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 "D" PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

(02/03/93)

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.

EXHIBIT "E" CONTRACTOR RESPONSIBILITY PROVISIONS

(04/16/99)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or government entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractors shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

EXHIBIT "E" CONTRACTOR RESPONSIBILITY PROVISIONS (04/16/99)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
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Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

RESOLUTION NO. 1714


BE IT RESOLVED by the
of Upper Dublin Township in Montgomery County,
Pennsylvania, that the
be authorized and directed to sign the attached Traffic Signal
Maintenance Agreement and the be
authorized and directed to attest and seal the same.

Date :

ATTEST :

UPPER DUBLIN TOWNSHIP

Public Body


PAULA LEONARD
Title: SECRETARY

By


H. WILLIAM GIFT
Title: PRESIDENT

(SEAL)

CERTIFICATION

I, PAUL A. LEONARD,
SECRETARY of Upper Dublin Township
Montgomery County, Pennsylvania, do hereby

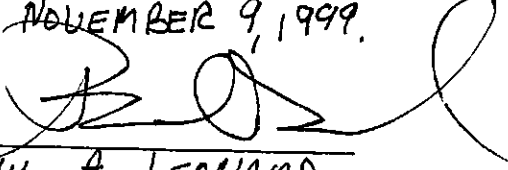
certify that the foregoing is a true and correct copy of the

Resolution duly adopted at a regular ~~(special)~~ meeting of the BOARD

OF COMMISSIONERS

held on NOVEMBER 9, 1999.

(SEAL)


By PAUL A. LEONARD
Title: SECRETARY

Date : 11/9/99

220/MOS/mb (Pam 2)
1-2-87

Federal Id. No. _____
Agreement No. _____

Traffic Signal Maintenance Agreement

MADE and entered into this _____ day of _____, 19____, by
and between the COMMONWEALTH, and Upper Dublin Township
a political subdivision in the County of Montgomery, Pennsylvania, by its
proper officials, hereinafter called SUBDIVISION.

WITNESSETH:

WHEREAS, the need for traffic signals at the following locations(s) has been found to
be warranted:

- I. Bethlehem Pk and Highland Ave
- II. Susquehanna Rd and Pinstown Rd/Broad St
- III. Susquehanna Rd and Ft. Washington Ave

WHEREAS, the cost of installing traffic signals at these locations is being
partially or totally funded with state and/or federal funds, and,

WHEREAS, traffic signal equipment is installed to serve a specific purpose
through a distinct mode of operation, and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from
installation until it is either removed or replaced with signal equipment which better serves the need
of the intersection, and,

WHEREAS, the COMMONWEALTH and Federal Highway Administration have
established policies which mandate that all traffic signal equipment installed with state or federal
funds be properly maintained and operated throughout their useful life, and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership
of the traffic signal installation (s) listed on this Agreement.

Now, therefore, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, and with the intention of being legally bound thereby, agree as follows:

1. Subdivision will, at its own expense, operate the traffic signals in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

- I. Bethlehem Pk and Highland Ave
- II. Susquehanna Rd and Pinetown Rd/Broad St
- III. Susquehanna Rd and Ft. Washington Ave

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above, shall vest in the SUBDIVISION. In this connection, it is further understood that the subdivision shall provide preventative and response maintenance, at its own expense, for the installations covered by this agreement in accordance with the provisions of Exhibit "A".

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventative and response maintenance activities performed on the installations covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" and shall make such materials available at all reasonable times for inspection by the COMMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required Preventative and Response Maintenance functions will be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel
	<input type="checkbox"/> Contract Services
<hr/>	
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel
	<input type="checkbox"/> Contractor Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this agreement.

5. The SUBDIVISION hereby certifies that it will make available sufficient funds to provide the maintenance program described in this agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvement. It is further understood and agreed that federal and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Federal Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH performing duties as herein described being the responsibility of the SUBDIVISION.

7. **SAVE HARMLESS** - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the COMMONWEALTH Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions for Commonwealth Contracts concerning the Americans With Disabilities Act Exhibit "E" and made part hereof.

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

ATTEST:

SUBDIVISION

Title: DATE

BY _____
Title: DATE

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, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE—FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
For District Traffic Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Council DATE

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

BY _____
Signature DATE

Comptroller
Title

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 1/26/88

TRAFFIC SIGNAL MAINTENANCE

Exhibit A

PREVENTATIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventative maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those marked B in the Preventative Maintenance Summary, Section 2.2, PA DOT Publication 191, January 1983.

LEVEL A:

Level A includes items listed as A and B in the Preventative Maintenance Summary. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

LEVEL B:

Level B includes items listed as B in the Preventative Maintenance Summary. This is the minimum level of maintenance required for the proper operation of intersection control equipment and signals.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24 hour period.

EMERGENCY REPAIR:

Use alternate means or mode to temporarily restore system to safe operation within a 24 hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

TYPE OF REPAIR
PERMITTED

KNOCKDOWNS

Support - Mast Arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether only	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads only	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Lead switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, modem	Emergency or Final
Signal cable	Final Only

Exhibit B

RECORD KEEPING

Accurate and up-to-date record keeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventative and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather protected enclosure.

As a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 6.0, Maintenance Forms, PA DOT Publication 191, January 1983.

Form 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

Form 2 - Response Maintenance Repair Record Sheet

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

Form 3 - Preventative Maintenance Record

This form will be used to provide a record of the preventative maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit C

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the subdivision agrees to provide, as a minimum, the following staff throughout the useful life of the equipment:

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the subdivision agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The subdivision agrees to provide, in their annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of all traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to insure adequate preventative and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
 2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
 3. An ability to supervise subordinate personnel effectively in the assignment of their work.
 4. Possession of a college degree in engineering, which includes course work in traffic engineering.
 5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.
3. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions, e.g., adding an overlap movement.
4. Ability to implement a record keeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electro-mechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics; check and set timings from plan sheets; and check all field connections.
5. Ability to perform preventative maintenance on all equipment and to maintain accurate records of all work performed.

EXHIBIT B
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 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 FOR COMMONWEALTH CONTRACTS CONCERNING
THE AMERICANS WITH DISABILITIES ACT

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

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR, 35.101 et seq., the Contractor understands and agrees that no individual with a disability is to be excluded from participation in this contract or from activities provided for under this contract on the basis of the disability. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 CFR, 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.

The Contractor is to 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 Contractor's failure to comply with the above provisions.

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. 1715

AND NOW, this 9th day of November, 1999 the Upper Dublin Township
NAME OF POLITICAL SUBDIVISION
of Montgomery
NAME OF COUNTY

County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for officer Christian Michael Fiedler, 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 Upper Dublin Township
NAME OF POLITICAL SUBDIVISION, and it is hereby resolved by the authority of same:

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

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

by: [Signature]
SIGNATURE - HEAD OF POLITICAL SUBDIVISION

President, Board of Commissioners
TITLE - HEAD OF POLITICAL SUBDIVISION

SIGNATURE - CHIEF OF POLICE (IF APPLICABLE)

SEAL

ATTEST
[Signature]
SIGNATURE - SECRETARY
PAUL A. LEONARD
TYPED NAME

RESOLUTION NO. 1716

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2000.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2000 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 2000 budget was advertised as required by law and presented at public workshops on November 3, 1999, and on November 9, 1999, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 16, 1999, November 30, 1999, and December 7, 1999, and, DEC 14, 1999

WHEREAS, the proposed budget as amended will take effect on January 1, 2000;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibits, for fiscal year 2000.

ADOPTED this 14th day of December 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

H. William Gift, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION
NO. 1717

**RESOLUTION ADOPTING TOWNSHIP OF UPPER DUBLIN
POLICY RE: PRIVATE STREETS**

WHEREAS, the Township of Upper Dublin Board of Commissioners has determined there is a need within the Township of Upper Dublin for a policy regarding private streets located within the Township; and

WHEREAS, a policy has been drafted with the active participation of the general public affected by the policy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby adopts the Township of Upper Dublin Policy re: Private Streets, attached hereto and made part hereof.

ADOPTED this 14th day of December, 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST:

BY: 
Paul A. Leonard, Secretary

Township of Upper Dublin Policy Re: Private Streets

The Township of Upper Dublin Board of Commissioners has determined there is a need within the Township of Upper Dublin for a policy regarding private streets located within the Township. The Upper Dublin Township Board of Commissioners hereby adopts the following document as a statement of the Board of Commissioners' policy regarding private streets. For purposes of this policy, the term "public services" shall include but not be limited to snow removal, municipal waste collection, recycled municipal waste collection, yard waste collection, and leaf collection. Fire protection and police protection are emergency services, which are not the subject of this policy, and the Township shall continue to provide such services.

1. The Township Board of Commissioners establishes a goal that streets receiving public services will be only public streets.

2. The Township Board of Commissioners establishes a goal that all private streets receiving public services will become public streets at the earliest practicable date.

3. Any private streets approved for construction in the future shall be clearly designated as such on any development plans submitted to the Township and on any property deeds recorded with the Montgomery County Recorder of Deeds.

4. The Township will provide no public services on future private streets unless, based upon a determination by the full Township Board of Commissioners made in a public session, it is necessary for the public health, safety and welfare.

5. The Township has determined that the following are the minimum Township standards for dedication as a public street, these standards are not inclusive. Each private street offered for dedication must be reviewed on a case by case basis:

a) The right-of-way must be at least twenty-four (24) feet in width,

- b) The cartway must be at least sixteen (16) feet in width,
- c) The cartway must be paved with asphalt and receive the approval of the Township with respect to construction, and
- d) The proposed public street must provide for stormwater management as necessary and required by the Township.

6. a) Any private street currently receiving public services and meeting minimum Township standards for dedication as a public street shall be offered for dedication to continue those public services. If the private street is not offered for dedication within ninety (90) days after receiving notice from the Township that said street meets minimum Township standards, all public services will cease unless the conditions set forth in section 6(b) are met.

b) Public services presently provided on existing private streets will be continued subject to the following conditions:

i) Each property owner abutting said streets not currently meeting the minimum Township standards for dedication, who wishes to continue to receive public services, shall sign an easement agreement and a "hold harmless" statement, provided by the Township, allowing the Township of Upper Dublin access to the street and releasing the Township of Upper Dublin from any claims for damage to the private street caused during the normal course of providing public services.

ii) The Township will not continue to provide services along any private road that is in such a condition that it will damage Township equipment or pose a safety hazard to Township employees. In order to continue receiving services on an existing private road, said road's cartway must be:

- A. At least sixteen (16) feet in width,
- B. Approved by the Township with respect to construction and clearances, and
- C. Kept in repair and free of potholes or major road deterioration

iii) In order to continue receiving public services, all new residences constructed on private streets currently receiving public services shall either improve the roadway along said property to meet Township standards or agree to improve the roadway along said property at such time in the future as the Township Board of Commissioners deems it necessary.

c) If the Township determines that existing private streets receiving public services fail to meet one or more of the conditions set forth in section 6(b), the Township shall provide notice to the affected property owners that the public services will cease if the private street is not brought into compliance with the conditions set forth in section 6(b) within ninety (90) days after receiving such notice.

7. If the Township of Upper Dublin ceases public services on a private street, services will not be resumed until such time as the street meets the Township's minimum standards.

8. The Township of Upper Dublin shall neither repair nor improve any private street except in an emergency. Any such work on private streets performed by the Township shall be assessed to the abutting property owners as provided in the First Class Township Code.

9. Property owners abutting an existing private street who wish to offer the private street to the Township of Upper Dublin for dedication as a public street and property owners

abutting an existing public street who wish to vacate a public street to create a private street, must present to the Township a petition signed by a majority of the abutting property owners.

10. Any group of residents requesting dedication of a private street or a vacation of a public street should either be represented by counsel or one spokesperson for the group to facilitate the Township's communication with said group regarding schedules and document production.

11. The abutting property owners shall be responsible for all costs related to dedication of a private street or vacation of a public street, including but not limited to engineering and attorney's fees for Township professionals. The Board of Commissioners may waive the fees for engineering, legal work and other items only in full public session.

12. The abutting property owners must present to the Township, prior to the Township's acceptance of the private street or vacation of the public street, a description prepared by a certified engineer of the property owners' choice and expense stating the following:

a) Metes and bounds of the street;

b) Adjoining lots and owners of those lots;

c) Width and length of the street;

d) Metes and bound of the new lots following dedication of the street or metes and bounds of the new lots following vacation with each lot description to the center line of the vacated street.

13. The Township Board of Commissioners will not accept private streets for dedication unless those streets meet the minimum Township standards set forth in paragraph 5. Property owners seeking dedication of a private street will be responsible to pay all costs

necessary to bring said streets into compliance with those standards. The Township Board of Commissioners may seek grant funding for such an endeavor if practicable. The Township Board of Commissioners may waive fees only in full public session.

14. The procedure by which the Township Board of Commissioners shall accept a private street offered for dedication and vacate a public street to create a private street is set forth in the First Class Township Code.

g:\ud\proj\private street policy\policy sig 121499

RESOLUTION: 1718
**RESOLUTION FOR PLAN REVISION
FOR NEW LAND DEVELOPMENT**

DEP Code No.
1-46951-149-3H

RESOLUTION OF THE ~~(SUPERVISORS)~~ (COMMISSIONERS) (~~COUNCILMEN~~) of Upper Dublin TPW.
(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

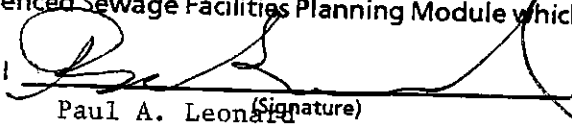
WHEREAS Peter & Joann Gibbons land developer has proposed the development of a parcel of land identified as Gibbons/Tennis Avenue name of subdivision and described in the attached Sewage Facilities Planning Module,

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 Twp. 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
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 # 1718, adopted December 14, 1999.

Municipal Address:

Upper Dublin Twp.

801 Loch-Alsh Avenue

Fort Washington, PA 19034

Telephone _____

Original sent to PA DEP

Seal of
governing Body

RESOLUTION NO. 1719

**RESOLUTION AUTHORIZING APPLICATION FOR
ACT 339 GRANT FOR IMPROVEMENTS TO THE
UPPER DUBLIN TOWNSHIP WASTE WATER TREATMENT PLANT**

WHEREAS, the Board of Commissioners of the Township of Upper Dublin ("Township") has authorized construction to enlarge and improve the Upper Dublin Township Waste Water Treatment Plant ("Treatment Plant") by constructing improvements as identified in contract documents dated December 1998 including Plans consisting of sheets 1 to 72 as revised and Specification Volumes 1 and 2 as revised; and

WHEREAS, the Township has dedicated \$5,000,000 capital funds for the enlargement and improvement of the Treatment Plant; and

WHEREAS, the Township has received a Part II construction permit pursuant to the Clean Streams law; and

WHEREAS, the Township desires to be reimbursed 2% per year for the capital expenses associated with the construction of the Treatment Plant pursuant to Act 339;

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

1. The Upper Dublin Waste Water Treatment Plant is to be enlarged and improved to 1.1 million gallons per day as described in the Contract Documents.
2. Capital funds in the amount of \$5,000,000 have been dedicated for the construction.

3. The Township has received a Part II Water Quality Management Permit for construction dated May 7, 1999, pursuant to the Clean Streams Law. Their permit number is 4698436.

4. The Township is proceeding expediently with the bidding process and expects construction to begin in Spring 2000.

5. The Township will seek reimbursement in the amount of 2% per year for capital expenses for the construction of the Upper Dublin Waste Water Treatment Plant pursuant to Act 339.

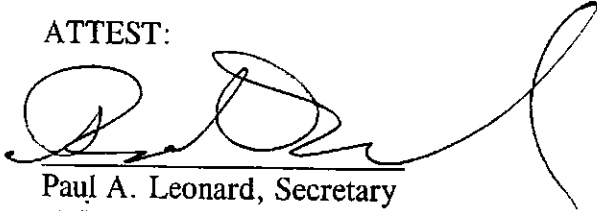
RESOLVED, this 14 day of DEC, 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

H. William Gift, President

ATTEST:



Paul A. Leonard, Secretary
g:\ud\gen\sewer\resolution for act 339

RESOLUTION NO. 1720

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR FOREST CREEK DRIVE RIGHT-OF-WAY, CEDAR ROAD RIGHT-OF-WAY,
SUSQUEHANNA ROAD RIGHT-OF-WAY, DRAINAGE EASEMENT ACROSS LOT 6,
AND DRAINAGE EASEMENT ACROSS LOTS 3 AND 4,
AS SHOWN ON APPROVED SUBDIVISION PLAN
FOR "FOREST CREEK"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from JOHN G. EICHENLAUB, INC., (hereinafter referred to as "Grantor") Deeds of Dedication for street rights-of-way, more fully described in Exhibits "A", "B", and "C" attached hereto (hereinafter "Street Rights-Of-Way"), identified and known as follows:

- Forest Creek Drive Right-Of-Way; and
- Cedar Road Right-Of-Way; and
- Susquehanna Road Right-Of-Way; and

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

- Drainage Easement Across Lot 6; and
- Drainage Easement Across Lots 3 and 4; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Street Rights-Of-Way and Drainage Easements, which Subdivision Plan was prepared by Blue Consulting Engineers, P.C., dated August 3, 1995, as last revised October 7, 1997, bearing Job No. 1000-4 and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Street Rights-Of-Way and Drainage 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 Street Rights-Of-Way and Drainage 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 Street Rights-Of-Way and Drainage 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 4, 1997, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow 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.
- F. Recording information for the Declaration of Covenants, Easements and Restrictions for the Sanitary Sewer Force Main.

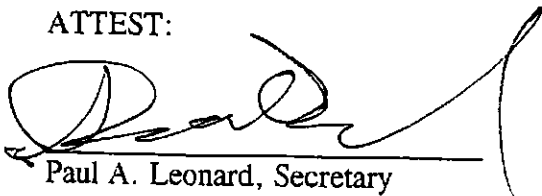
All payments and documentation shall be to the satisfaction of the Township Solicitor.

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 Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14 day of DECEMBER, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\dev\forest\resolution to accept imprmnts

**STREET DEED OF DEDICATION FOR FOREST CREEK DRIVE, CEDAR
ROAD, AND SUSQUEHANNA ROAD
OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR FOREST CREEK**

THIS DEED OF DEDICATION made this 14th day of December, 1999, between JOHN G. EICHENLAUB, INC., (hereinafter referred to as "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 referred to as "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 Grantee have entered into a Developer's Agreement dated December 4, 1997, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Deed Book 5209, Page 1066; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Forest Creek" prepared by Robert E. Blue, Consulting Engineers, P.C., with Job No. 1000-4 dated August 3, 1995, with last revision dated October 7, 1997; and

WHEREAS, Grantor now wishes to dedicate streets shown on the 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, 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 Forest Creek Drive on a Plan of Subdivision prepared by Robert E. Blue, Consulting Engineers, P.C. with Job No. 1000-4 dated August 3, 1995, with last revision dated October 7, 1997, and being more fully described in exhibits attached hereto identified as Exhibits "A", "B" and "C".

TO HAVE AND TO HOLD the aforesaid easement 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 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 Grantor 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 physical grading of said streets 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 their successors or assigns, shall at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said Township of Upper Dublin.

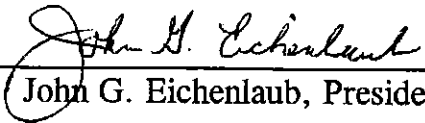
AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successor and assigns, that the said easements and the rights-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, 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.

JOHN G. EICHENLAUB, INC.

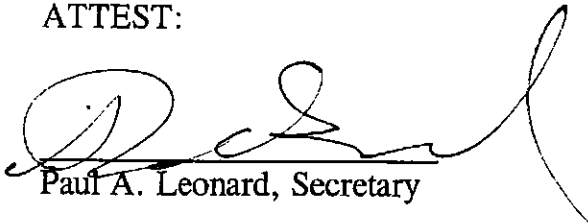
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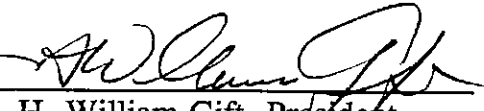
By: 
John G. Eichenlaub, President

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved December 14, 1999

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President
Board of Commissioners

EDWARD M. HUBER
PROFESSIONAL LAND SURVEYOR
312 MAIN STREET
SOUDERTON, PA 18964
(215) 721-8844 / FAX (215) 723-1575

LEGAL DESCRIPTION
FOREST CREEK DRIVE
FOREST CREEK SUBDIVISION

BEGINNING at a point, said point being the intersection of the Southerly right-of-way line of Forest Creek Drive (50 feet wide) with the Westerly ultimate right-of-way line of Cedar Road (50 feet wide);

THENCE along the said Southerly side of Forest Creek Drive, along a curve to the left having a radius of 25.00 feet and an arc length of 40.78 feet, being subtended by a chord of North 05 degrees 43 minutes 12 seconds West for a distance of 36.41 feet to a point;

THENCE continuing along the same North 52 degrees 27 minutes 12 seconds West for a distance of 178.49 feet to a point;

THENCE continuing along the same, along a curve to the right having a radius of 175.00 feet and an arc length of 71.33 feet, being subtended by a chord of North 40 degrees 46 minutes 37 seconds West for a distance of 70.83 feet to a point;

THENCE continuing along the same, North 29 degrees 06 minutes 03 seconds West for a distance of 15.17 feet to a point;

THENCE continuing along the same, along a curve to the left having a radius of 25.00 feet and an arc length of 21.03 feet, being subtended by a chord of North 53 degrees 11 minutes 43 seconds West for a distance of 20.41 feet to a point;

THENCE continuing along the same, along a curve to the right having a radius of 50.00 feet and an arc length of 241.18 feet, being subtended by a chord of North 60 degrees 53 minutes 57 seconds East for a distance of 66.67 feet to a point along the Northerly side of Forest Creek Drive (50 feet wide);

THENCE continuing along the same, along a curve to the left having a radius of 25.00 feet and an arc length of 21.03 feet, being subtended by a chord of South 05 degrees 00 minutes 23 seconds East for a distance of 20.41 feet to a point;

THENCE continuing along the same, South 29 degrees 06 minutes 03 seconds East for a distance of 15.17 feet to a point;

THENCE continuing along the same, along a curve to the left having a radius of 125.00 feet and an arc length of 50.95 feet, being subtended by a chord of South 40 degrees 46 minutes 37 seconds East for a distance of 50.60 feet to a point;


THENCE continuing along the same, South 52 degrees 27 minutes 12 seconds East for a distance of 206.84 feet to a point along the Westerly ultimate right-of-way line of Cedar Road (50 feet wide);

LEGAL DESCRIPTION
FOREST CREEK DRIVE
PAGE 2

THENCE along the said side of Cedar Road, South 41 degrees 42 minutes 19 seconds West for a distance of 64.63 feet to a point;

THENCE continuing along the same, along a curve to the left having a radius of 1,000.00 feet and an-arc length of 12.07 feet, being subtended by a chord of South 41 degrees 21 minutes 33 seconds West for a distance of 12.07 feet to the first mentioned point and place of beginning;

Containing 0.517 acres of land more or less.

 12/14/99
Edward M. Huber, P.L.S.
Reg. No. SU040378-R

EDWARD M. HUBER
PROFESSIONAL LAND SURVEYOR
312 MAIN STREET
SOUDERTON, PA 18964
(215) 721-8844 / FAX (215) 723-1575

LEGAL DESCRIPTION
CEDAR ROAD
FOREST CREEK SUBDIVISION

BEGINNING at a point along the title line of Cedar Road, said point being in line of lands of Block 21, Unit 8, now or late of Robert & Joan Shoulberg;

THENCE along the said title line of Cedar Road, South 39 degrees 54 minutes 30 seconds West for a distance of 44.42 feet to a point;

THENCE continuing along the same, South 38 degrees 01 minutes 30 seconds West for a distance of 299.64 feet to a point;

THENCE North 51 degrees 58 minutes 30 seconds West for a distance of 27.39 feet to a point along the Westerly ultimate right-of-way line of Cedar Road (ultimate width 50 feet), said point being a corner of lands of Block 21C, Unit 4, now or late of Thomas H. & Michelle J. Meehan;

THENCE along the said side of Cedar Road, North 37 degrees 49 minutes 57 seconds East for a distance of 211.81 feet to a point;

THENCE continuing along the same, along a curve to the right having a radius of 1000.00 feet and an arc length of 67.57 feet, being subtended by a chord of North 39 degrees 46 minutes 08 seconds East for a distance of 67.57 feet to a point;

THENCE continuing along the same, North 41 degrees 42 minutes 19 seconds East for a distance of 64.63 feet to a point in line of lands of Block 21, Unit 8, now or late of Robert & Joan Shoulberg;;

THENCE South 52 degrees 27 minutes 12 seconds East for a distance of 23.35 feet to the first mentioned point and place of beginning.

Containing 0.214 acres of land more or less.

Edward M. Huber 12/10/99

Edward M. Huber, P.L.S.
 Reg. No. SU040378-R

EXHIBIT B

EDWARD M. HUBER
PROFESSIONAL LAND SURVEYOR
312 MAIN STREET
SOUDERTON, PA 18964
(215) 721-8844 / FAX (215) 723-1575

LEGAL DESCRIPTION
SUSQUEHANNA ROAD
FOREST CREEK SUBDIVISION

BEGINNING at a point along the title line of Susquehanna Road (SR2017), in line of lands of Block 21, Unit 1, now or late of Upper Dublin Evangelical Lutheran Church;

THENCE along the said title line of Susquehanna Road, South 51 degrees 44 minutes 40 seconds East for a distance of 76.53 feet to a point;

THENCE South 36 degrees 47 minutes 00 seconds West for a distance of 25.58 feet to a point along the legal right-of-way of Susquehanna Road in line of lands of Block 21 Unit 8;

THENCE along the said legal right-of-way of Susquehanna Road, North 54 degrees 30 minutes 00 seconds West for a distance of 73.72 feet to a point in line of lands of Block 21, Unit 1, now or late of Upper Dublin Evangelical Lutheran Church;

THENCE along the same, North 31 degrees 18 minutes 40 seconds East for a distance of 29.33 feet to the first mentioned point and place of beginning;

Containing 0.047 acres of land more or less.

Edward M. Huber 12/14/99

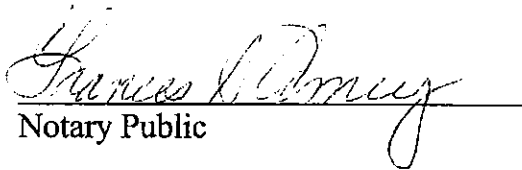
Edward M. Huber, P.L.S.
Reg. No. SU040378-R

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this the 14th day of December, 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 Upper Dublin Township Board of Commissioners, a first-class township, 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

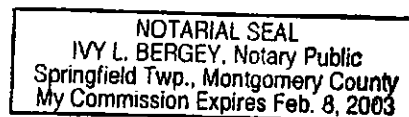
Notarial Seal
Frances S. Aron, Notary Public
Upper Dublin Township, Montgomery County
My Commission Expires September 13, 2002
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the 12th day of December, 1999, before me the undersigned officer, personally appeared JOHN G. EICHENLAUB, who acknowledged that he is PRESIDENT of JOHN G. EICHENLAUB, INC., and as such PRESIDENT executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

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

Ivy L. Bergey
Notary Public



**DEED OF DEDICATION FOR
DRAINAGE EASEMENT THROUGH LOT 6, AND DRAINAGE EASEMENT
THROUGH LOTS 3 AND 4, OFFERED BY DEVELOPER
ACCORDING TO SUBDIVISION PLAN FOR FOREST CREEK**

THIS DEED OF DEDICATION made this 14th day of December, 1999, between JOHN G. EICHENLAUB, INC., (hereinafter referred to as "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 referred to as "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 Grantee have entered into a Developer's Agreement dated December 4, 1997, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Deed Book 5209, Page 1066; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision plan titled "Forest Creek" prepared by Robert E. Blue, Consulting, Engineers, P.C., with Job No. 1000-4 dated August 3, 1995, with last revision dated October 7, 1997; and

WHEREAS, Grantor now wishes to dedicate drainage 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, two permanent easements and rights-of-way over ALL THAT CERTAIN property situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, both being shown as a Drainage Easement on a Plan of Subdivision prepared by Robert E. Blue, Consulting Engineers, P.C., with Job No. 1000-4 dated August 3, 1995, as last revised October 7, 1997, and being more fully described in exhibits attached hereto identified as Exhibits "A" and "B".

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 a drainage system including the right to construct, maintain and repair the drainage system constructed in the lands hereinabove described and any such drainage system hereinafter constructed in the said easements and to cause others to construct, maintain and repair such drainage system 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.

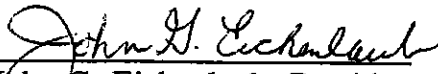
AND the said Grantors, for them and their successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive 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 drainage system as now established or to be established by the Township of Upper Dublin, Grantee, and if such drainage system 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 drainage system 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 successors 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, Grantors have caused this Deed of Dedication to be
duly executed the day and year first above-written intending to be legally bound.

JOHN G. EICHENLAUB, INC.

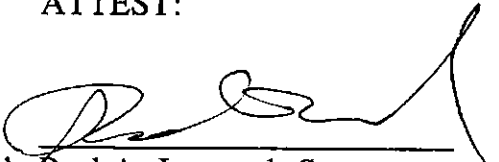
(CORPORATE SEAL)


By: 
John G. Eichenlaub, President

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, on December 14, 1999.

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President
Board of Commissioners

EDWARD M. HUBER
PROFESSIONAL LAND SURVEYOR
312 MAIN STREET
SOUDERTON, PA 18964
(215) 721-8844 / FAX (215) 723-1575

LEGAL DESCRIPTION
DRAINAGE EASEMENT LOT 6
FOREST CREEK SUBDIVISION

BEGINNING at a point along the Northerly side of Forest Creek Drive, said point being North 52 degrees 27 minutes 12 seconds West for a distance of 41.90 feet; from a corner of Lot 6 and lands of Block 21, Unit 8, now or late of Robert & Joan Shoulberg;

THENCE along the said side of Forest Creek Drive, North 52 degrees 27 minutes 12 seconds West for a distance of 7.07 feet to a point;

THENCE continuing along the same, along a curve to the right having a radius of 125.00 feet and an arc length of 50.95 feet, being subtended by a chord of North 40 degrees 46 minutes 37 seconds West for a distance of 50.60 feet to a point;

THENCE continuing along the same, North 29 degrees 06 minutes 03 seconds West for a distance of 15.17 feet to a;

THENCE continuing along the same, along a curve to the right having a radius of 25.00 feet and an arc length of 21.03 feet, being subtended by a chord of North 05 degrees 00 minutes 23 seconds West for a distance of 20.41 feet to a point;

THENCE continuing along the same, along a curve to the left having a radius of 50.00 feet and an arc length of 4.54 feet, being subtended by a chord of North 16 degrees 30 minutes 18 seconds East for a distance of 4.53 feet to a point;

THENCE through Lot 6, South 30 degrees 00 minutes 20 seconds East for a distance of 93.04 feet to the first mentioned point and place of beginning;

Containing 0.019 acres of land more or less.



Edward M. Huber, P.L.S.
Reg. No. SU040378-R

EXHIBIT A

December 10, 1999

Legal Description

Upper Dublin Township

UD95.005

Forest Creek

Drainage Easement

Lots 3 & 4

ALL THAT CERTAIN easement or tract of land situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a record plan of Forest Creek, sheet 1 of 17 by Robert E. Blue, Consulting Engineers, PC, Blue Bell, PA, said plan dated August 3, 1995, last revised December 2, 1997 and being more fully described as follows:

BEGINNING at a point on the southwesterly sideline of Forest Creek Drive, said point being located at the following three (3) courses from the Southernmost terminus of the 25 foot radial corner from the intersection of the Northwest sideline of Cedar Road (25 feet from the centerline thereof) and the Southwest sideline of Forest Creek Drive (25 feet from the centerline thereof):

- 1) along the arc of circle curving to the left in a Northerly direction with a radius of 25 feet, the arc distance of 40.78 feet;
- 2) North 52°27'12" West, 178.49 feet to a point of curvature;
- 3) along the arc of circle curving to the right in a Northwesterly direction with a radius of 175 feet the arc distance of 20.61 feet to a point in line of lots 2 and 3, the point and place of beginning;

thence, extending along the line dividing lots 2 and 3 South 45°00'00" West, 2.19 feet; thence, on an across lots 3 and 4 the following two courses in distances: 1) North 52° 46'17" West, 47.13 feet to a point; 2) North 29°52'26" West, 47.02 feet to a point on the 50 foot radius forming the cul-de-sac terminus of Forest Creek Drive; thence, along said 50 foot radius, the

EXHIBIT B

METZ ENGINEERS

December 10, 1999

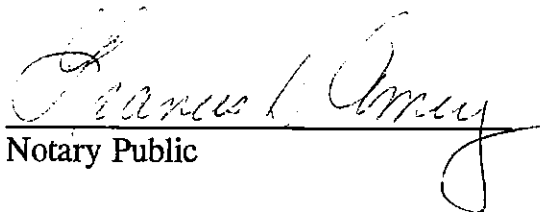
Page 2 of 2

Southwestern sideline of Forest Creek Drive, the following four courses: 1) along the arc of circle curving to the left in a Easterly direction with a radius of 50 feet the arc line of 10.48 to a point of reverse curvature; 2) along the arc of circle curving to the right in a Easterly direction with a radius of 25 feet the arc line of 21.03 feet; 3) South 29° 06'03" East 15.17' to a point of curvature; 4) the arc of circle curving the left in a Southeasterly direction with a radius of 175 feet, the arc distance of 48.53 feet to the point and place of beginning.

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this the 14th day of December, 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 Upper Dublin Township Board of Commissioners, a first-class township, 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

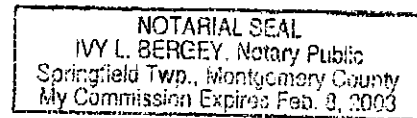
Notarial Seal
Frances S. Amey, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires September 1, 2000
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 14th day of December, 1999, before me the undersigned officer, personally appeared JOHN G. EICHENLAUB, who acknowledged that he is PRESIDENT of JOHN G. EICHENLAUB, INC., and as such PRESIDENT executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

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

Ivy L. Bergey
Notary Public



RESOLUTION: 1721

A RESOLUTION AUTHORIZING THE SUBMITTAL
OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH
THE MONTGOMERY COUNTY TRAFFIC SIGNAL UPGRADE PROGRAM

WHEREAS, Upper Dublin Township is a Township of the First Class located in Montgomery County, Pennsylvania; and

WHEREAS, Upper Dublin Township wishes to submit an application for financial assistance consideration through the Montgomery County Traffic Signal Upgrade Program.

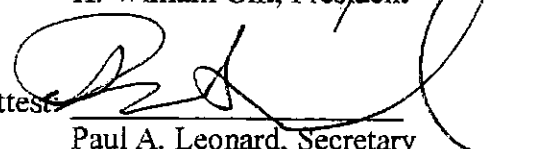
NOW, THEREFORE, BE IT RESOLVED:

1. The Township Manager is hereby authorized to submit an application for financial assistance through the Montgomery County Traffic Signal Upgrade Program for the following signals:
 - a. Route SR 2021 (Jenkintown Road) and North Hills Avenue
Estimated Improvement Cost - \$50,000.00
 - b. Route SR 2001 (Morris Road) and Butler Pike
Estimated improvement Cost - \$65,000.00
 - c. Route SR 2038 (Fitzwatertown Road) & SR 2021 (Jenkintown Road)
Estimated Improvement Cost - \$65,000.00
2. Upper Dublin Township hereby acknowledges a commitment of municipal funds for the one-third local funding requirement.

Resolved and adopted this 11th day of January, 2000.

Upper Dublin Township
Board of Commissioners

By: 
H. William Gift, President

Attest: 
Paul A. Leonard, Secretary



APPLICATION FOR PERMIT TO INSTALL AND OPERATE TRAFFIC SIGNALS

DATE

RESOLUTION: 1722

Orig. sent to Penn DOT

WHEREAS, the UPPER DUBLIN TOWNSHIP (CITY, TOWNSHIP, BOROUGH), MONTCOMERY County

desires to erect, operate and maintain traffic signals on Welsh Road SR 0063 and Computer Ave., and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Township of Upper Dublin will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Upper Dublin Township (CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting held, 1/11/2000 (DATE)

(SEAL)

Signed  (SECRETARY)



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS

DATE

RESOLUTION: 1723

*Orig. sent
to permit*

WHEREAS, the UPPER DUBLIN TOWNSHIP, MONTGOMERY County
(CITY, TOWNSHIP, BOROUGH)

desires to erect, operate and maintain traffic signals on Welsh Road SR 0063 and
Dreshertown Road SR 2024, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Township of Upper Dublin will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Upper Dublin Township
(CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting held, 1/11/2000
(DATE)

(SEAL)

Signed

(SECRETARY)



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS

JATE

RESOLUTION: 1724

*orig. sent
to PennDOT*

WHEREAS, the UPPER DUBLIN TOWNSHIP, MONTGOMERY County
(CITY, TOWNSHIP, BOROUGH)

desires to erect, operate and maintain traffic signals on Welsh Road SR 0063 and Blair
Mill Road SR 2026, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Upper Dublin Township will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Upper Dublin Township
(CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting held, 1/11/2000
(DATE)

(SEAL)

Signed

(SECRETARY)



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS

DATE

RESOLUTION: 1725

*orig. sent
to PennDOT*

WHEREAS, the UPPER DUBLIN TOWNSHIP, MONTGOMERY County
(CITY, TOWNSHIP, BOROUGH)

desires to erect, operate and maintain traffic signals on Welsh Road SR 0063 and
New Prudential Access, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Township of Upper Dublin will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Upper Dublin Township
(CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting held, 1/11/2000
(DATE)

(SEAL)

Signed

(SECRETARY)



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS

DATE

RESOLUTION: 1726

*orig.
sent to
Penn DOT*

WHEREAS, the UPPER DUBLIN TOWNSHIP, MONTGOMERY County
(CITY, TOWNSHIP, BOROUGH)

desires to erect, operate and maintain traffic signals on Dreshertown Road SR 2024 and
Beacon Hill Road/Bantry Drive, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Township of Upper Dublin will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Upper Dublin Township
(CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting held, 1/11/2000
(DATE)

(SEAL)

Signed

(SECRETARY)

1727

**RESOLUTION TO ACCEPT
STREET DEED OF DEDICATION**

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from UPPER DUBLIN SCHOOL DISTRICT (hereinafter "Grantor") a Deed of Dedication for street right-of-way property owned by Grantor, located at 1580 Fort Washington Avenue, being parcel number 54-00-06910-00-2, and as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said right-of-way will be available for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township as and for street right-of-way extending across property of the Grantor as more particularly described in Exhibit "A" attached hereto is hereby accepted.
2. The proper officers of the Township are authorized to record the Deed of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.

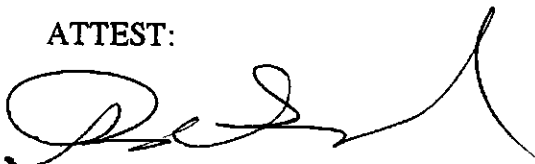
RESOLVED, this 8th day of February 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY:


H. William Gift, President

ATTEST:



Paul A. Leonard, Secretary

ud\dev\edwards\deed of ded

STREET DEED OF DEDICATION

THIS DEED OF DEDICATION made this 10th day of January, 2000, between UPPER DUBLIN SCHOOL DISTRICT, a municipal corporation organized pursuant to the laws of the Commonwealth of Pennsylvania with administrative offices located at 530 Twining Road, Dresher, Montgomery County, Pennsylvania 19025, 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, Grantee.

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, an easement and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania described as set forth in Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a public road, street or highway, 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 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 physical grading of said street 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 nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street 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 successors and assigns, that the said easement and the right-of-way described unto the said Grantee, its

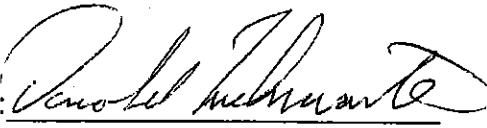
successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will warrant and forever defend.

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.

ATTEST:

UPPER DUBLIN SCHOOL DISTRICT

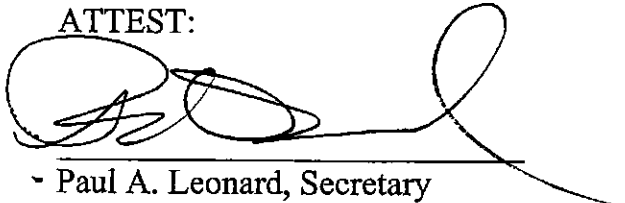


By: 

, President

ATTEST:

COMMISSIONERS OF THE TOWNSHIP
OF UPPER DUBLIN



- Paul A. Leonard, Secretary

By: 

H. William Gift, President

Accepted by Resolution of the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN, February 8, A.D., 2000.



Stout, Tacconelli & Associates, Inc.

November 8, 1999

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

LEGAL DESCRIPTION
ULTIMATE RIGHT-OF-WAY OFFERED FOR DEDICATION
LIMEKILN PIKE AND FORT WASHINGTON AVENUE
PROJECT #5215

ALL THOSE CERTAIN tracts or strips of land situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a portion of the West side of Limekiln Pike and portions of the North side and South side of Fort Washington Avenue on two Plans of Land Development prepared for The School District of Upper Dublin by Stout, Tacconelli & Associates, Inc., one dated February 13, 1998, as last revised August 12, 1999, and one dated March 5, 1998 as last revised April, 7, 1999, respectively and being more fully described as follows:

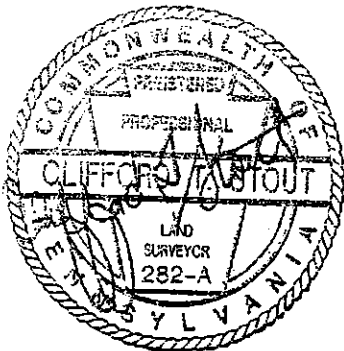
BEGINNING at a point in the title line in Limekiln Pike, S.R. 0152 (65 feet wide, as widened to 40 feet along the West side thereof), said point being located 545 feet, more or less, as measured in a Northerly direction from the point marking the intersection of the centerline of Limekiln Pike with the centerline of Fulton Drive (50 feet wide); thence, extending along land of Harry T. Ulmer, South 45°55'25" West, 52.73 feet to a point-on-curve; thence, on and through land of The School District of Upper Dublin, the following six (6) courses: (1) along a line curving to the right in a Northerly direction, having a radius of 1,794.00 feet, for an arc distance of 165.09 feet to a point of tangency; (2) North 03°30'12" East, 321.53 feet to a point of curvature; (3) by a line curving to the left in a Westerly direction, having a radius of 35.00 feet, for an arc distance of 56.97 feet to a point of tangency; (4) North 89°45'46" West, 24.39 feet to a point of curvature; (5) by a line curving to the left in a Southwesterly direction, having a radius of 460.00 feet, for an arc distance of 364.85 feet to a point of tangency; (6) South 44°47'35" West, 1,045.11 feet to a point in

Professional Engineering / Land Surveying

EXHIBIT A

the Northeast line of land of Paul J. and Carla M. Dimuzio; thence, along said land, North 45°16'30" West, 40.03 feet to a point in the title line in Fort Washington Avenue (60 feet wide, as widened 40 feet along the Northwest side thereof); thence, extending along said title line, South 44°44'54" West 376.19 to a point, a corner of land of Friends Meeting; thence, extending along said land, North 43°55'49" West, 40.27 feet to a point; thence, on and through land of The School District of Upper Dublin, the following five (5) courses: (1) North 44°47'35" East, 1,420.45 feet to a point of curvature; (2) by a line curving to the right in an Easterly direction, having a radius of 540.00 feet, for an arc distance of 428.30 feet to a point of tangency; (3) South 89°45'46" East, 33.51 feet to a point of curvature; (4) by a line curving to the left in a Northerly direction, having a radius of 35.00 feet, for an arc distance of 53.02 feet to a point of tangency; (5) North 03°26'18" East, 981.01 feet to a point in the Southeast line of land of John H. and Susan G. Spicher; thence, extending along said land, North 44°16'29" East, 69.33 feet to a point in the aforesaid title line of Limekiln Pike; thence, extending along said title line, the following three (3) courses: (1) South 04°32'57" West, 246.81 feet to a point; (2) South 03°28'19" West, 1,317.52 feet to a point; (3) South 01°35'53" West, 67.04 feet to the point of beginning.

CONTAINING 4.640 acres of land, be the same, more or less.



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 10th day of January, A.D., 2000, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared Donald Tuckman being duly sworn according to law, says that he is the President of the Upper Dublin School District, and executed the foregoing instrument as the act and deed of the corporation, being duly authorized to do so, for the purposes therein mentioned.

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

Danielle H. Downs
Notary Public

Notarial Seal
Danielle H. Downs, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Aug. 19, 2000

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 8th day of February, A.D., 2000, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared H. William Gift, who being duly sworn according to law, says that he is the President of The Upper Dublin Board of Commissioners, and executed the foregoing instrument as the act and deed of the corporation, being duly authorized to do so, for the purposes therein mentioned.

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

Frances S. Amey
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

RESOLUTION NO. 1728

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR STORM SEWER EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN
FOR "FORT WASHINGTON MEWS"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from HARC GROUP II, L.P. (hereinafter referred to as "Grantor") Deed of Dedication for storm sewer easement (hereinafter "Storm Sewer"), more fully described in Exhibit "A" attached hereto, identified and known as follows:

20 Foot Wide Storm Sewer Easement; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Storm Sewer Easement, which Subdivision Plan was prepared by Woodrow Associates, Inc., dated July 28, 1997, as last revised July 8, 1998, bearing Project No. 97-606-D and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Storm Sewer 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 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 Deed of Dedication offered to the Township for the Storm Sewer more fully described in Exhibit attached hereto, is 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 Deed 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 July 15, 1998, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 12 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 Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 3 day of Feb, 2000.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

g:\ud\dev\harc\resolution to accept imprmnts

PERMANENT STORM SEWER EASEMENT

THIS INDENTURE made the ^{20th} day of ^{February}, A.D., ~~1999~~²⁰⁰⁰, BETWEEN THE HARC GROUP, II, L.P., a Pennsylvania Limited Partnership organized pursuant to the laws of the Commonwealth of Pennsylvania, located at 370 Commerce Drive, Ft. Washington, Montgomery County, Pennsylvania, 19034 (hereinafter called the "Grantor"), of the one part, and; TOWNSHIP OF UPPER DUBLIN, a Township of the First Class with offices situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania (hereinafter called the "Grantee").

WHEREAS, the Grantor has undertaken to erect, install and maintain improvements including a storm sewer structure and piping improvements upon a certain parcel of real estate described in Exhibit "A", situate on 410 Commerce Drive, Ft. Washington, Upper Dublin Township, Montgomery County, Pennsylvania, known as County Tax Parcel No. 54-00-04417-00-2, which the Grantor intends to be used as part of the Township's stormwater management facility (hereinafter the "Project"); and

WHEREAS, the storm sewer structure and piping also benefits an adjacent parcel of real estate situate on 275 New Jersey Drive, Ft. Washington, Upper Dublin Township, Montgomery County, Pennsylvania, known as County Tax Parcel No. 54-00-12175-002 (hereinafter "Upper Parcel"); and

WHEREAS, the storm sewer structure and improvements located upon the two adjacent parcels of real estate referenced above are both adjoining and connected; and

WHEREAS, the Township of Upper Dublin has agreed to provide all lands, easements, rights-of-way, rights-of-entry and permits from the adjoining landowners and utilities and political

subdivisions necessary for the successful construction and future maintenance of the Project.

WITNESSETH, that the Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer and assign unto the Township of Upper Dublin and Laneko Engineering Corporation or any future owner of the Upper Parcel a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, and construct, maintain and repair a storm sewer culvert on lands herein described, and the Township and Laneko Engineering Corporation or any future owner of the Upper Parcel shall in addition, have the right of entering upon the real estate hereinafter described in Exhibit "A" for the maintenance, repair and replacement of any storm sewer culvert and pipe line hereafter constructed in said right-of-way.

The easement and right-of-way herein granted is more particularly described and set forth in Exhibit "A" hereto attached.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Township of Upper Dublin and unto its successors and assigns forever.

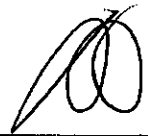
TO HAVE AND TO HOLD the said easement and right-of-way unto Laneko Engineering Corporation or any future owner of the Upper Parcel and unto its successors and assigns forever.

AND the said Grantor, for itself, its heirs, executors, and administrators does by these presents covenant, grant and agree, to and with the said Grantee and Third Party Grantee, their respective successors and assigns, that it the said Grantor, its heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee and Third Party Grantee, their respective successors and


assigns, against the said Grantor, its heirs, and against all and every other person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them shall and will by these presents WARRANT and forever DEFEND.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, dated the day and year first above written.

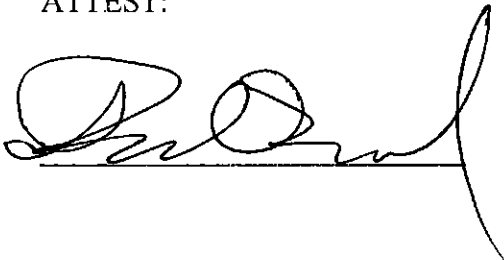
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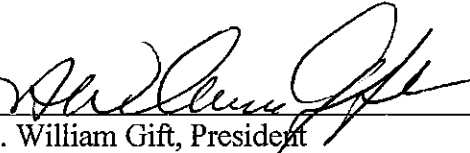
THE HARC GROUP, II, L.P.
a Limited Partnership

By:  EVP
Robert M. Rosenthal, Executive Vice President
HARC Group, Inc., General Partner

ATTEST:



COMMISSIONERS OF
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

g:\ud\dev\harc\Permanent Storm Sewer Easement.731



Legal Description
20 Foot Wide Sanitary
Sewer Easement
Ft. Washington Mews
May 19, 1998
File No. 97-606 D

LEGAL DESCRIPTION

All that certain tract of ground with building and improvements thereon located in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as described on a Plan prepared by Woodrow & Associates, Inc. dated July 28, 1997 and most recently revised May 11, 1998 describing a 20-foot wide Storm Water Drainage Easement and more particularly described as follows to wit:

- Beginning at a point proposed to be indicated in the field by a concrete monument describing the westerly side of New Jersey Drive (60 foot wide) and lands now or formerly of Joseph and Lena Lanieri;
- Thence North 52 degrees, 07 minutes, 07 seconds West the distance of 230 and 01/100 feet to a point for a corner;
- Thence North 37 degrees, 24 minutes, 53 seconds East the distance of 20 and 00/100 feet;
- Thence South 52 degrees, 07 minutes, 07 seconds East the distance of 230 and 01/100 feet to a point for a corner;
- Thence South 37 degrees, 24 minutes, 53 seconds West the distance of 20 and 00/100 feet to the first mentioned point and place of beginning.

Containing in Area 0.106 Acres of Land more or less.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the *13th* day of *December*, A.D., 1999, before me the undersigned officer, personally appeared *Robert Rosenthal* who acknowledged himself to be the Executive Vice President of HARC Group, Inc., the General Partner of the HARC Group, II L.P., a Pennsylvania General Partnership, and being authorized to do so, he executed the foregoing Permanent Storm Sewer Easement as such General Partner for the purposes therein contained and desires the same might be recorded as such.

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


Notary Public

NOTARIAL SEAL
SUSAN R. CRANDALL, Notary Public
Upper Dublin Twp., Montgomery Co.
My Commission Expires Sept. 23, 2002

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the *8th* day of *February*, A.D., ~~1999~~²⁰⁰⁰, before me the undersigned officer, personally appeared H. William Gift, who acknowledged himself to be the President of the Upper Dublin Township Board of Commissioners, and being authorized to do so, he executed the foregoing Permanent Storm Sewer Easement for the purposes therein contained by signing the name of the Township by himself as President, and desires the same might be recorded as such.

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

Frances Amey
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

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 172

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 2000

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 2000, in accordance with the certified determination of the Police Pension Plan actuaries, will be 0.00% of an officer's pay, thus requiring no contribution by the officer.

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

directs that 0.00% of each Police Officer's salary will be deducted in biweekly installments during the calendar year 2000, resulting in no deduction from each Police Officer's salary for the Police Pension Plan.

RESOLVED, this 8 day of Feb, 2000, 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 2000

Resolution No. 1730

A resolution by the Upper Dublin Township Board of Commissioners endorsing the efforts of Community! 2000, a grassroots community organization initiated by the Ambler Kiwanis, dedicated to celebrating and promoting opportunities for cooperation and synergistic relationships among the Townships of Upper Dublin, Lower Gwynedd and Whitpain; and the Borough of Ambler.

WHEREAS, the year 2000 represents the first year in a new century as well as a new millennium; and

WHEREAS, Upper Dublin Township is desirous of commemorating this eventful year; and


WHEREAS, the concept of cooperation and harmony with our neighboring municipalities is an ongoing goal and worthy of special emphasis; and

WHEREAS, the Ambler Kiwanis Club has ⁹²initiated a special effort to focus on "community unity" in Upper Dublin Township, Lower Gwynedd Township, Whitpain Township and the Borough of Ambler to celebrate this significant year;

NOW, THEREFORE, BE IT RESOLVED, that Upper Dublin Township endorses Community! 2000 and encourages Upper Dublin Township residents to become involved in this project aimed at upholding and strengthening good relations in the four municipal area.

Signed this 8th day of FEB A.D. 2000.


Paul A. Leonard
Township Manager/Secretary


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

RESOLUTION NO. 1731

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 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 3, 2000, Jeffrey Wert of the firm of Metz Engineers was appointed Township Engineer by the Board of Commissioners; and

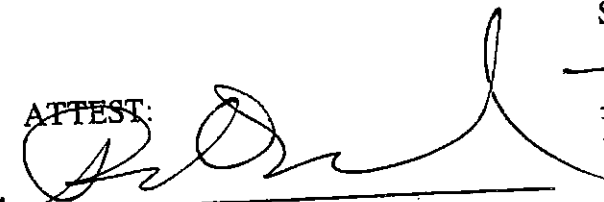
WHEREAS, the compensation of the Township Engineer shall be fixed by the Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the compensation paid for duties performed by the Township Engineer for the year 2000 shall be at the following hourly rates:

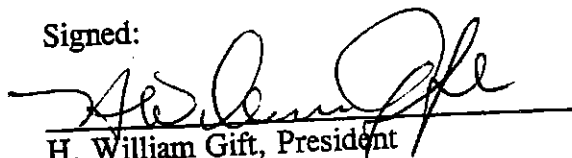
Principal Engineer	\$75.00/hour
Professional Engineer/Senior Project Manager	\$70.00/hour
Project Engineer/Project Manager	\$68.00/hour
Project Surveyor	\$66.00/hour
Registered Landscape Architect	\$66.00/hour
Designer	\$54.00/hour
Senior Engineering Technician/CAD Operator	\$48.00/hour
Engineering Technician	\$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 5th day of February, 2000.

ATTEST:


Paul A. Leonard, Secretary
ud\ord\resolum\engineer compensation

Signed:


H. William Gift, President

RESOLUTION

NO. 1732

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 3, 2000, Gilbert P. High, Jr., of the law firm of High, Swartz, Roberts & Seidel LLP 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;

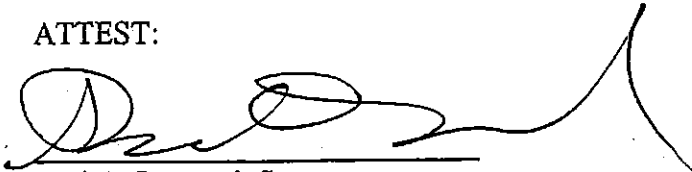
NOW, THEREFORE, BE IT RESOLVED that the compensation paid to the Township Solicitor for the year 2000 shall total \$57,600 for work performed on municipal retainer files and \$140 per hour for all work performed on litigation, project and development files.

ADOPTED this 8th day of February, 2000.

Signed:


H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary
ud\ord\resolutn\solicitor comp

RESOLUTION

NO. 1733

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

WHEREAS, on December 21, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish professional consultant and engineering fees to be charged to applicants for reviews of Subdivision and Land Development Plans; and

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

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 2000 at the following rates:


Principal Engineer	\$75.00/hour
Professional Engineer/Senior Project Manager	\$70.00/hour
Project Engineer/Project Manager	\$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
Senior Engineering Technician/CAD Operator (Premium Time)	\$56.00/hour
Engineering Technician	\$38.00/hour
Engineering Technician (Premium Time)	\$44.00/hour
Administrative Assistant/Office Services	\$34.00/hour
Engineering Aid	\$28.00/hour
3-Man Survey Corps	\$98.00/hour
2-Man Survey Corps	\$86.00/hour
Construction Representative/Observer	\$40.00/hour
(Premium Time - after 4:00 p.m. & weekends)	\$48.00/hour
Senior Construction Representative/Observer	\$48.00/hour
(Premium Time - after 4:00 p.m. & weekends)	\$60.00/hour

NOW, THEREFORE, BE IT FURTHER RESOLVED that there shall be charges

for legal services performed by the Township Solicitor, for the year 2000 at the rate of \$140 per hour.

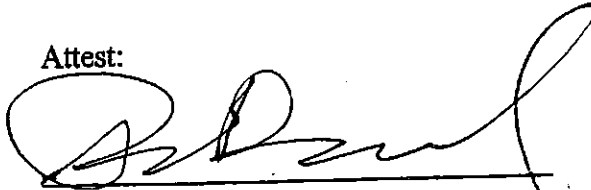
ADOPTED this 8 day of FEB, 2000.

Signed:



H. William Gift, President

Attest:



Paul A. Leonard, Secretary
g:\ud\vord\res\engineering fees 2000

RESOLUTION

RESOLUTION NO. 1734

AND NOW, this 8th day of February, 2000, 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 hereby resolved by the authority of same:
(NAME OF POLITICAL SUBDIVISION)

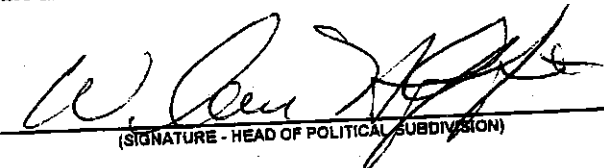
THAT the Township of Upper Dublin hereby agrees
(NAME OF POLITICAL SUBDIVISION)

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

the Township of Upper Dublin shall
(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 the execution and attestation of this RESOLUTION the date first above written.
(NAME OF POLITICAL SUBDIVISION)

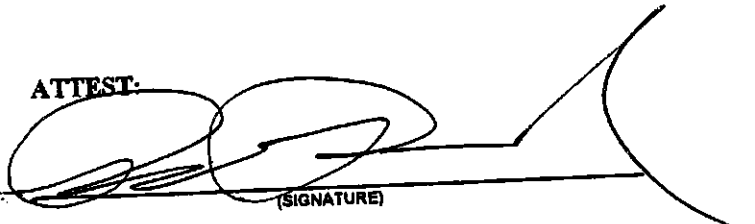
by: 
(SIGNATURE - HEAD OF POLITICAL SUBDIVISION)

William H. Gift
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

SEAL

President, Board of Commissioners
(TITLE - HEAD OF POLITICAL SUBDIVISION)

ATTEST:


(SIGNATURE)

PAUL A. LEONARD
(TYPED NAME)

SECRETARY
(TITLE)



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS

DATE

RESOLUTION NO. 1735

WHEREAS, the Township of Upper Dublin, Montgomery County
(CITY, TOWNSHIP, BOROUGH)

desires to erect, operate and maintain traffic signals on Commerce Drive
and Delaware Avenue, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Consultant Orth-Rodgers & Assoc., Inc. will prepare such a drawing in conformance with the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Township of Upper Dublin
(CITY, TOWNSHIP, BOROUGH)

will be bound by the following provisions:

The traffic signals 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 traffic signals 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 the meeting

held, MARCH 14 2000
(DATE)

(SEAL)

Signed


(SECRETARY)

RESOLUTION NO. 1736

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR STORM SEWER EASEMENT**

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from UPPER DUBLIN SCHOOL DISTRICT (hereinafter "Grantor") a Deed of Dedication for storm sewer easement on property owned by Grantor, located at 1580 Fort Washington Avenue, being parcel number 54-00-06910-002, and as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said storm sewer easement will be available for public use:

NOW THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township as and for storm sewer easement extending across property of the Grantor as more particularly described in Exhibit "A" attached hereto is hereby accepted.

2. The proper officers of the Township are authorized to record the Deed of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.


RESOLVED, this 14th day of March 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY:


H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

ud\dev.edwards\resolution re storm

**DEED OF DEDICATION FOR
STORM SEWER EASEMENT**

THIS DEED OF DEDICATION made this 14th day of February, 2000, between UPPER DUBLIN SCHOOL DISTRICT, a municipal corporation organized pursuant to the laws of the Commonwealth of Pennsylvania with administrative offices located at 530 Twining Road, Dresher, Montgomery County, Pennsylvania, 19025 (hereinafter referred to as "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of a certain parcel tract of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania, tax parcel number 54-00-06910-002; and

WHEREAS, Grantor now wishes to dedicate storm sewer easement shown on the Plan to the public, a copy of which is attached hereto as Exhibit "A".

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, a permanent easement and right-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 Storm Sewer Easement on the Plan attached hereto identified as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement and right-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 a storm sewer culvert and main, including the right to construct, maintain and repair the storm sewer culvert and pipe line constructed in the lands hereinabove described and any such sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such storm sewer culvert and pipe line(s) 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 as now established or to be established by the Township of Upper Dublin, Grantee, and if such storm sewer culvert and pipe line(s) 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 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 successors and assigns, that the said easement 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, Grantors have caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.

ATTEST:

Theresa Orsini

UPPER DUBLIN SCHOOL DISTRICT

By: Donald Tuckmantel
Donald Tuckmantel, President

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, on _____.

ATTEST:

[Signature]

TOWNSHIP OF UPPER DUBLIN

By: H. William Gift
H. William Gift, President
Board of Commissioners

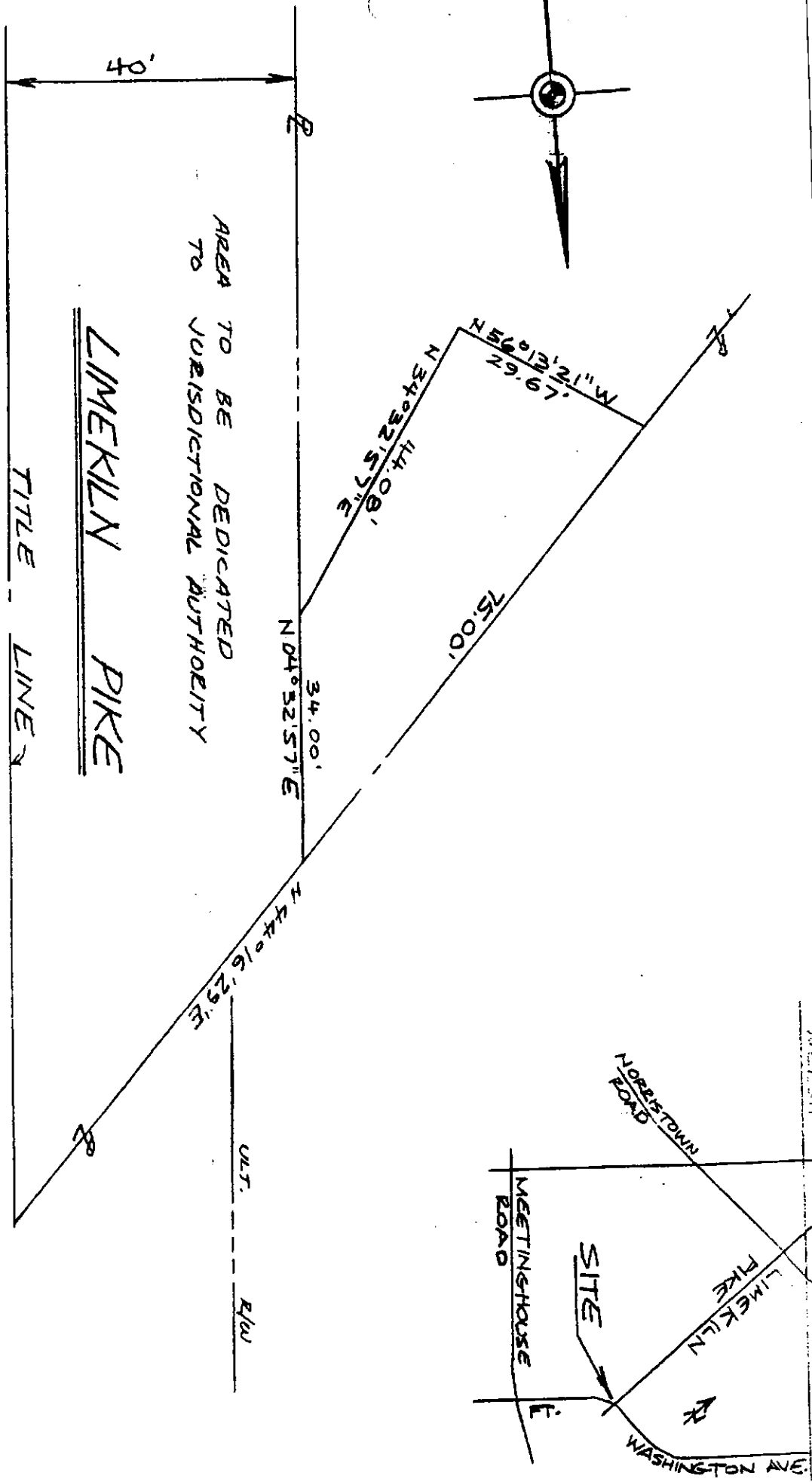
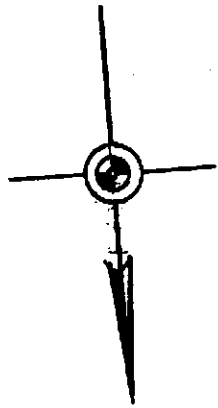
ud\dev\edwards\storm sewer easement

PERMANENT EASEMENT FOR STORM SEWER

ALL THAT CERTAIN lot or piece of land known as "Permanent Easement for Storm Sewer" as shown on "Plot Plan, Block 4, Unit 36", prepared by Upper Dublin Township, dated 1/25/00, SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania, located on the west side of Limekiln Pike, 220 feet south of the intersection with Township road Bell Lane, bound and described as follows to wit:

BEGINNING at a point on the west side of Limekiln Pike, said point being the intersection of the common property line of Block 4, Unit 36 and Block 4C, Unit 19 with the ultimate right-of-way line of Limekiln Pike (40 feet from title line) THENCE from said point of beginning, along the aforementioned ultimate right-of-way line South Four Degrees Thirty Two Minutes, Fifty Seven Seconds West ($S04^{\circ} 32' 57''W$) Thirty Four and No One Hundredths feet (34.00') to a point, THENCE South Thirty Four degrees, Thirty Two Minutes, Fifty Seven Seconds West ($S 34^{\circ} 32' 57''W$) Forty Four and Eight One Hundredths feet (44.08') to a point, THENCE North Fifty Six Degrees, Thirteen Minutes, Twenty One Seconds West ($N 56^{\circ} 13' 21''W$) Twenty Nine and Sixty Seven One Hundredths feet (29.67') to a point; THENCE North Forty Four Degrees Sixteen Minutes Twenty Nine Seconds East ($N 44^{\circ} 16' 29''E$) Seventy Five and No One Hundredths feet (75.00') to the first mentioned point and place of beginning.

INTENDING to describe a permanent easement for storm sewer on lands of the School District of Upper Dublin in favor of Upper Dublin Township containing 1469 square feet more or less.



AREA TO BE DEDICATED TO JURISDICTIONAL AUTHORITY

LIMERKILN PIKE

TITLE LINE

GENERAL NOTES

- 1) BEARINGS FROM LAND DEVELOPMENT PLAN OF UPPER DUBLIN SCHOOL DISTRICT ADMINISTRATION CENTER, PREPARED BY STOUT TACONELLI AND ASSOCIATES, LAST REVISED 4/7/99
- 2) MONTGOMERY COUNTY PARCEL # 540006910002

PLOT PLAN

PERMANENT EASEMENT FOR STORM SEWER BLOCK 4, UNIT 36

SITUATE IN TOWNSHIP OF UPPER DUBLIN MONTGOMERY COUNTY PENNSYLVANIA

SCALE: AS NOTED

DATE: 1/25/

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On, this the 14th day of February, A.D., 2000, before me the undersigned officer, personally appeared Donald Tuckmantel, who acknowledged himself to be the President of Upper Dublin School District, 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.

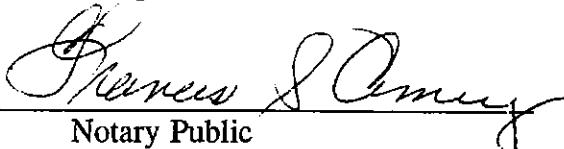
Notarial Seal
Danielle H. Downs, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Aug. 19, 2000

Danielle H. Downs
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 14th day of March, 2000, before me, a Notary Public of 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, Penna. Notary Association of Notaries

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1737

**RESOLUTION TO PERMIT TOWNSHIP TREASURER AND TAX COLLECTOR
TO CHARGE NOMINAL FEE FOR REAL ESTATE TAX PAYMENT RECORDS**

WHEREAS, the Township Treasurer and Tax Collector is upon occasion requested, by persons and entities in the business of providing tax certifications, to provide duplication of documents regarding real estate tax payments and other related documents; and

WHEREAS, the nature of these requests places a burden upon and prevents the Township Treasurer and Tax Collector from performing its duties; and

WHEREAS, there is no legal provision for these expenses to be borne by the Treasurer, Tax Collector, or by the Municipality; and

WHEREAS, based on related statutes and regulations, the Board of Commissioners finds it appropriate to seek reimbursement for duplicating charges from the individual or entity requesting the duplication.

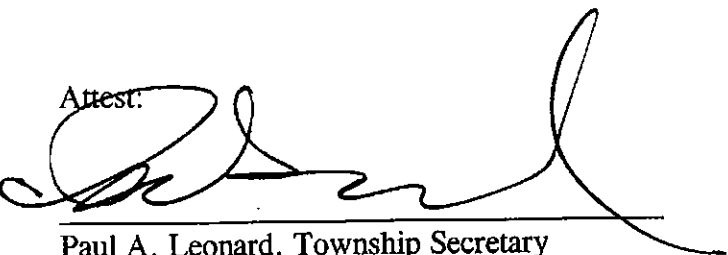
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes the Treasurer and Tax Collector to charge a fee of \$5.00 per request from a person or entity in the business of providing tax certifications to provide duplication of documents regarding real estate tax payments and other related documents.

RESOLVED, this 14th day of March, 2000, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

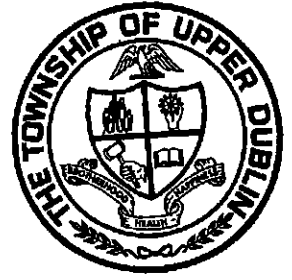
By: 
H. William Gift, President

Attest:


Paul A. Leonard, Township Secretary

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Phone: (215) 646-4794



March 10, 2000

LESLIE N. NYLUND
Treasurer & Tax Collector

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

Dear Bill:

As you know I provide Tax Certifications for real estate agencies and various title companies. Recently I have been receiving requests for current-year tax information from companies in the business of providing tax certifications. The ongoing nature of these requests is an interruption to my daily work.

Presently, I charge \$20.00 for Tax Certifications and \$3.00 for duplicate bill fees. I would greatly appreciate it if the Board of Commissioners would approve the resolution that would permit me to charge a \$5.00 fee for current year county, township and/or school real estate tax payments records to companies preparing tax certifications. Thank you for your consideration in this matter.

Sincerely,

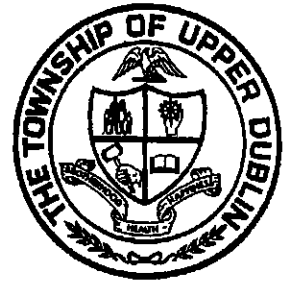
A handwritten signature in black ink, appearing to read "Leslie B. Nylund".

Leslie B. Nylund

cc; Paul Leonard
Jonathan Bleemer
William Bryers
Judy Herald
Michael Cassidy
Robert Pesavento
Chet Derr
Jules Mermelstein

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Phone: (215) 646-4794



LESLIE N. NYLUND
Treasurer & Tax Collector

March 10, 2000

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

Dear Bill:

As you know I provide Tax Certifications for real estate agencies and various title companies. Recently I have been receiving requests for current-year tax information from companies in the business of providing tax certifications. The ongoing nature of these requests is an interruption to my daily work.

Presently, I charge \$20.00 for Tax Certifications and \$3.00 for duplicate bill fees. I would greatly appreciate it if the Board of Commissioners would approve the resolution that would permit me to charge a \$5.00 fee for current year county, township and/or school real estate tax payments records to companies preparing tax certifications. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leslie B. Nylund".

Leslie B. Nylund

cc: Paul Leonard
Jonathan Bleemer
William Bryers
Judy Herald
Michael Cassidy
Robert Pesavento
Chet Derr
Jules Mermelstein

RESOLUTION NO. 1738

RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR SLOPE EASEMENT

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from JANICE M. SCHOETTLE (hereinafter "Grantor") a Deed of Dedication for slope easement on property owned by Grantor, located at 1655 Twining Road, being parcel number 54-00-16060-005, and as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said slope easement will be available for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township as and for slope easement extending across property of the Grantor as more particularly described in Exhibit "A" attached hereto is hereby accepted.
2. The proper officers of the Township are authorized to record the Deed of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.

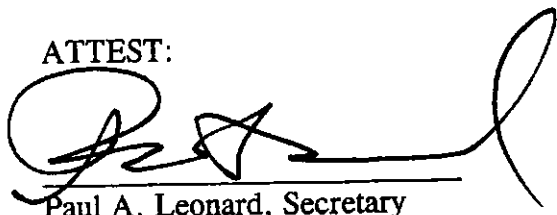
RESOLVED, this 11th day of April 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

H. William Gift, President

ATTEST:



Paul A. Leonard, Secretary

ud\proj\twining rd reconstruction\resolution schoettle

SLOPE EASEMENT DEED OF DEDICATION

THIS DEED OF DEDICATION made this 28th day of February, 2000 between JANICE M. SCHOETTLE, an adult individual residing at ^{lot 421} 423 Saw Mill Lane, Horsham, Montgomery County, Pennsylvania, 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 referred to as "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania, known as parcel number 54-00-16060-005; and

WHEREAS, Grantor now wishes to dedicate the Slope Easement shown on the Plan attached hereto as Exhibit "A" 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, a permanent easement and right-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 Slope Easement on a plan more fully described as Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the aforesaid easement and right-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 support and/or protection of Twining Road, including the right to construct, maintain and repair support structures located on and within the lands hereinabove described and to cause others to construct, maintain and repair such support structures 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.

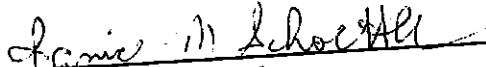
AND the said Grantors, for them and their successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive 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 support structure as now established by the Township of Upper Dublin, Grantee, and if such support structure 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 repair of said support structure 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 easement described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against 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.

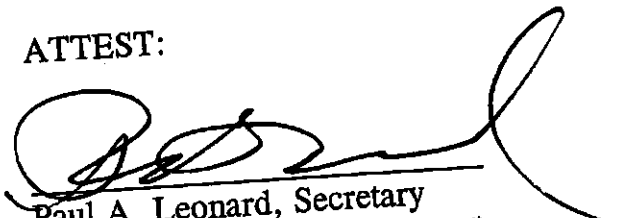
IN WITNESS WHEREOF, Grantors have caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.

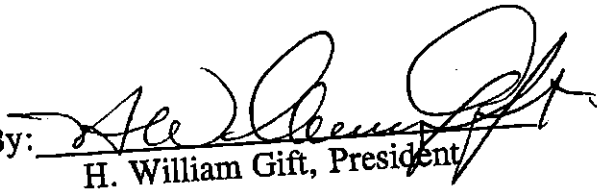
ATTEST:


Janice M. Schoettle

Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 4/11/00

ATTEST:


Paul A. Leonard, Secretary
ud\proj\winning rd reconstruction\schoettle slope easement

By: 
H. William Gift, President

RESOLUTION NO. 1739

RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR SLOPE EASEMENT

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from CAROL G. RISKO (hereinafter "Grantor") a Deed of Dedication for slope easement on property owned by Grantor, located at 1329 Twining Road, being parcel number 54-00-16054-002, and as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said slope easement will be available for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township as and for slope easement extending across property of the Grantor as more particularly described in Exhibit "A" attached hereto is hereby accepted.
2. The proper officers of the Township are authorized to record the Deed of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.

RESOLVED, this 11th day of April 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

ud\proj\twining rd reconstruction\resolution risko

SLOPE EASEMENT DEED OF DEDICATION

THIS DEED OF DEDICATION made this 10th day of MARCH, 2000 between CAROL G. RISKO, an adult individual residing at 1329 Twining Road, Dresher, Montgomery County, Pennsylvania, 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 referred to as "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania, known as parcel number 54-00-16054-002; and

WHEREAS, Grantor now wishes to dedicate the Slope Easement shown on the Plan attached hereto as Exhibit "A" 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, a permanent easement and right-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 Slope Easement on a plan more fully described as Exhibit "A" attached hereto.

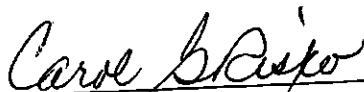
TO HAVE AND TO HOLD the aforesaid easement and right-of-way over all that certain property above described unto the Township of Upper Dublin, its successors and assigns, to and for the only proper use on behalf of the Township of Upper Dublin, its successors and assigns, for support and/or protection of Twining Road, including the right to construct, maintain and repair support structures located on and within the lands hereinabove described and to cause others to construct, maintain and repair such support structures 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 support structure as now established by the Township of Upper Dublin, Grantee, and if such support structure 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 repair of said support structure 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 easement described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against 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.

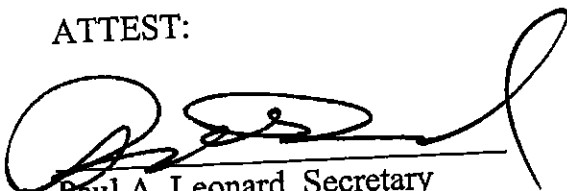
ATTEST:



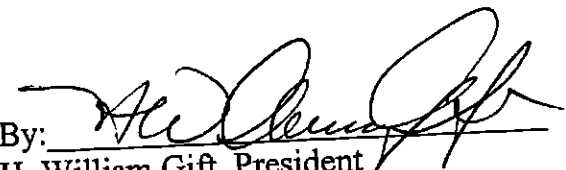
Carol G. Risko

Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 4/11/00

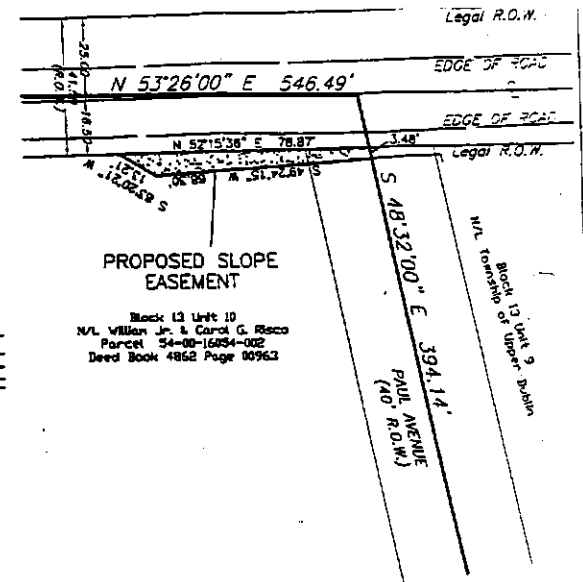
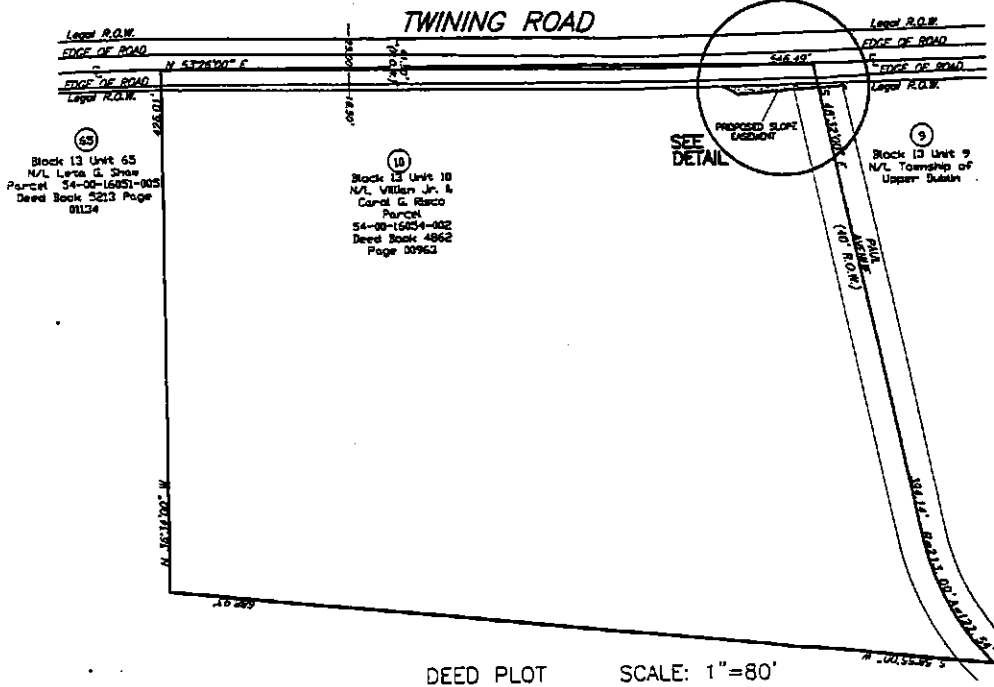
ATTEST:



Paul A. Leonard, Secretary
ud\proj\twining rd reconstruction\risko slope easement

By: 

H. William Gift, President



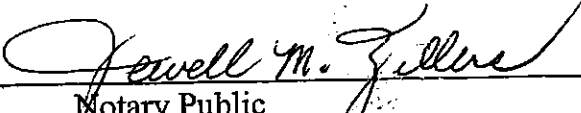
DETAIL SCALE: 1"=30'

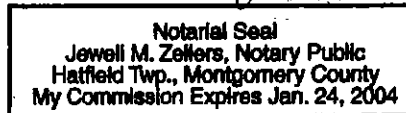
PROPOSED SLOPE EASEMENT PLAN SHOWING THE UPPER DUBLIN TOWNSHIP PARCELS OF WILLIAM & CAROL G. RESCO JR. UPPER DUBLIN TWP., MONTGOMERY CO., PA.		MAP NO. M6484
Metz Engineers <small>1275 BROADWAY, 10TH FLOOR, PHILADELPHIA, PA. 19102-3002 Chief Surveyors & Land Surveyors 215-562-3111</small>		SCALE AS SHOWN
		SHEET NO. 1

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 10th day of MARCH, A.D., 2000, before me, a Notary Public, the undersigned officer, personally appeared Carol G. Risko, and acknowledged that she executed the foregoing instrument for the purposes therein contained and desired that the same might be recorded as such.

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



Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 11th day of April, A.D., 2000, 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, Board of Commissioners, 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

RESOLUTION NO. 1740

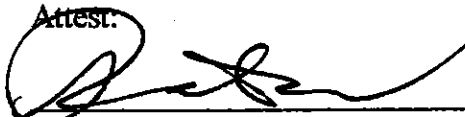
BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the authority of the same, that this Agreement is an authorization to apply Seal Coat in accordance with the specifications provided by the Consortium (Whitpain Township)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

ADOPTED this 11 day of APRIL, 2000

Board of Commissioners
Upper Dublin Township

By: 

President

Attest:


Secretary

Ralumac Streets
2000 Budget

Street	From/To	Sq. Yards	Cost
Bell Lane	500' E of Slayton/N. Spring Hill Dr.	1880	\$ 2,049
Bellaire Ave.	Randolph/Prospect	2270	2,474
Bradford Circle	Conquest/Cul-de-sac	1200	1,308
Broadfield Circle	S. Spring Hill/Cul-de-sac	1110	1,210
Carmel Place	N. Spring Hill/Cul-de-sac	2500	2,725
Chase Circle	Barton/Cul-de-sac	1780	1,940
Conquest Way	Wynnemoor/Cul-de-sac	3240	3,532
Dawn Drive	Holmes/N. Spring Hill	1950	2,126
Denston Drive	Schirra/Denston	7500	8,175
Glencoe Ave.	Randolph/Hartranft	750	818
Hartranft Ave.	Bethlehem/Washington Lane	3520	3,837
Heller Way	Leah/Cul-de-sac	2270	2,474
Hopegate Dr.	S. Spring Hill/Heard	2570	2,801
Jem Drive	Tennis/Cul-de-sac	1980	2,158
Kings Circle	S. Spring Hill/Cul-de-sac	1452	1,583
Leah Drive	Camphill Rd./Applewood	5770	6,289
N. Spring Hill Drive	S. Spring Hill/Cul-de-sac	7270	7,924
Petty Circle	Barton/Cul-de-sac	1300	1,417
Shamrock Place	S. Spring Hill/S. Spring Hill	1230	1,341
Spring Hill Drive	Welsh/Loop	2700	2,943
Squire Drive	S. Spring Hill/Cul-de-sac	840	916
Three Tuns Lane	Tally Ho/Stout	3470	3,783
Trails End Place	N. Spring Hill/N. Spring Hill	1680	1,831
Total		60,232	\$65,654

Nova Chip – Jarretstown Road Kenmare Rd. to Dublin Rd. 5530 SY

RESOLUTION NO. 174

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. 1 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 9th day of MAY, 2000 at a regular stated meeting of the Board of Commissioners.

By: [Signature]
President

Attest: [Signature]
Secretary

AMENDMENT NO. 1

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on January 12, 1999, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 701. Examinations for Police Positions, Subsection B. Examination for the Positions of Corporal, Sergeant and Lieutenant, Subsection (1), shall be amended in its entirety as follows:

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	Written Examination	Ref: Section 703	60%
Step 2	Oral Examination	Ref: Section 703	40%

2. Article VII. Examination Process, Section 701. Examinations for Police Positions, Subsection C. Examination for the Position of Deputy Chief, Subsection (1), shall be amended in its entirety as follows:

C. Examination for the Position of Deputy Chief.

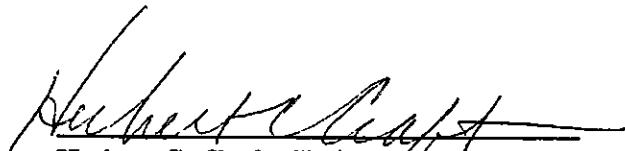
(1) The following parts comprise the examination process for the aforementioned position:

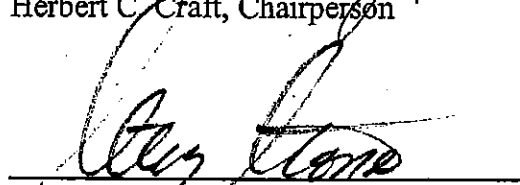
	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 1	Written Examination	Ref: Section 703	60%
Step 2	Oral Examination	Ref: Section 703	40%

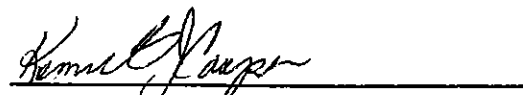
3. Article IX. Certification and Appointments, Section 906. Probationary Period, the first paragraph thereof, shall be amended in its entirety as follows:

All original appointments to any position in the Police Department shall be for a probationary period of the later of eighteen (18) months from the date of hire or twelve (12) months after the certification of the appointee under the Municipal Police Education and Training Act, Act No. 177 of 1996, formerly known as Act No. 120 of 1974, or any successor Act. 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.

Approved by a majority of the Commission this 11th day of April, 2000 at a special meeting of the Commission.


Herbert C. Craft, Chairperson


Steven Stone, Vice-Chairperson


Kenneth J. Cooper, Secretary

RESOLUTION
NO. 172

WHEREAS, pursuant to the First Class Township Code, property owners are required to keep the sidewalk and curb abutting or on the owner's property in good order and repair and free and clear of all obstruction to safe and convenient passage; and

WHEREAS, the Board of Commissioners of the Township of Upper Dublin is authorized to require replacement or repair of sidewalk or curb not in good order and repair; and

WHEREAS, the Board of Commissioners deems it to be in the best interest of the Township and residents in the Township to utilize uniform criteria for determinations regarding the replacement of existing concrete curb, sidewalk or driveway apron within Upper Dublin Township; and

WHEREAS, the Township Engineer and Township Staff have prepared a document entitled "Criteria for Replacement of Existing Concrete Curb, Sidewalk or Driveway Apron", which has 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 Criteria for Replacement of Existing Concrete Curb, Sidewalk or Driveway Apron, a copy of which is attached hereto.
- (2) That as of the date of this Resolution, said Criteria for Replacement of Existing Concrete Curb, Sidewalk or Driveway Apron shall be available to the public in the Township Public Works Office.

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 13th day of JUNE, 2000.

TOWNSHIP OF UPPER DUBLIN

Attest:


Paul A. Leonard, Secretary

g:\ud\ord\resolution\curb & sidewalk standards

By:


H. William Gift, President

POLICY STATEMENT

CRITERIA FOR REPLACEMENT OF EXISTING CONCRETE CURB, SIDEWALK OR DRIVEWAY APRON

UPPER DUBLIN TOWNSHIP

Any curb, sidewalk or driveway apron that is determined by the Township Public Works Department to constitute a hazard to pedestrian traffic shall be replaced. Also, the existence of any of the following deficiencies shall be reason for replacement:

1. Spalling - Any spalling of the curb, sidewalk or driveway apron shall be reason for replacement where such spalling is more than 25 percent of the visible surface area of the curb, sidewalk or driveway apron section.
2. Chipping - Any chipping of the curb, sidewalk or driveway apron shall be replaced where such chipping is more than 25 percent of the visible surface area of the curb, sidewalk or driveway apron section.
3. Cracking - Any curb, sidewalk or driveway apron that is cracked to a width of one-quarter inch or more at any point along the crack, shall be replaced.
4. Misalignment - Any curb out of vertical or horizontal alignment by one inch or more must be replaced. Any sidewalk section(s) that is tilted in any direction one-half inch or more out of alignment from the adjoining sections or raised or sunk more than 1" in 12" shall be replaced.
5. Where a curb has been broken or snapped off, it must be replaced and no capping shall be permitted.
6. Monolithic pouring of curb and driveway apron shall not be permitted.
7. Curb depressions that do not conform to Township standards by more than one inch, shall be removed and replaced with appropriate concrete apron adjustments.
8. Where an existing curb and sidewalk at an intersection does not meet these standards, the entire curb and sidewalk at the intersection shall be removed and a handicapped ramp provided in conformance with Township standards.
9. Driveway aprons shall be as wide as the existing driveway abutting the sidewalk crossing the driveway and per the Township standards. Where

existing aprons are less than the driveway width, they shall be widened to conform to these standards.

10. Commercial curb depressions shall have a maximum width of thirty feet unless the owner requests a waiver in writing and the Public Works' Department or Township Engineer approves all requests for a change or waiver. These waivers and/or changes must be processed prior to start of work. All depressions or driveways must conform to the Township standards. Where the patterns of wear and breakage indicate a curb depression is not of sufficient width or radii or is otherwise inadequate, the township may direct the owner to widen or alter curb radii to allow proper access without damage to adjacent area.
11. Residential curb depressions shall have a width equal to the width of the existing driveway plus two feet, with a minimum width of twelve feet and a maximum width of twenty-four feet. Where the patterns of wear and breakage indicate a curb depression is not of sufficient width or radii or is otherwise inadequate, the township may direct the owner to widen or alter curb radii to allow proper access without damage to adjacent area.
12. All materials, workmanship and construction shall conform to the applicable township ordinances, township standards and PADOT regulations. Interpretation as to the applicability of any ordinance or scope of any provision shall rest with the Township Public Works Department.
13. Upper Dublin Township Department of Public Works shall have the discretion to interpret, waive or modify the provisions of this chapter should the applicable provisions be deemed to not adversely impact the health, safety and welfare of the township or users of the improvements proposed.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1743

RESOLUTION TO THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation ("PennDOT") is conducting a construction project to improve State Route 309, a portion of which traverses the Township of Upper Dublin ("Township"); and

WHEREAS, the Township has consistently experienced severe flooding problems in and around the area to be impacted by the State Route 309 construction project; and

WHEREAS, the severe flooding results in business interruption and risk of life in the Township; and

WHEREAS, one comprehensive stormwater management analysis needs to be performed by PennDOT to address the present stormwater problems and future stormwater problems created by the State Route 309 construction project.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby finds and requests the following:

1. Severe flooding in the Township results in business interruption and risk of life.
2. In order to address current and future stormwater management problems in the Township, PennDOT is requested to perform a single comprehensive stormwater management analysis for the planned State Route 309 construction project.
3. Dividing the State Route 309 construction project in the Township into two parts is unacceptable for stormwater management analysis purposes.
4. PennDOT is encouraged to coordinate its analysis with Whitemarsh Township and also with the Southeastern Pennsylvania Transportation Agency ("SEPTA") with regard to stormwater flows directed towards Whitemarsh Township and SEPTA facilities.

RESOLVED, this 13th day of JUNE, 2000, at a public meeting of the Board of Commissioners.

ATTEST.


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

H. William Gift, President

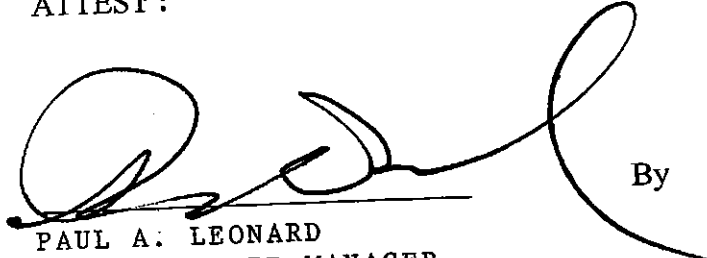
RESOLUTION NO. 1744

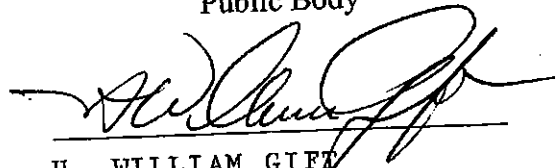
BE IT RESOLVED by the BOARD OF COMMISSIONERS of Upper Dublin Township, in Montgomery County, Pennsylvania, that the PRESIDENT OF THE BOARD OF COMMISSIONERS be authorized and directed to sign the attached Traffic Signal Maintenance Agreement and the TOWNSHIP MANAGER be authorized and directed to attest and seal the same.

Date :

ATTEST :

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP


By
PAUL A. LEONARD
Title: TOWNSHIP MANAGER

Public Body

H. WILLIAM GIFT
Title: PRESIDENT

(SEAL)

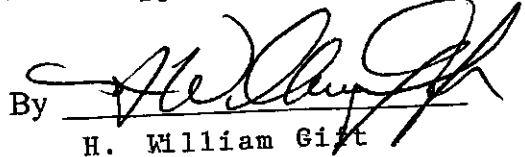
CERTIFICATION

I, H. WILLIAM GIFT
PRESIDENT OF BOARD OF COMMISSIONERS of Upper Dublin Township
Montgomery County, Pennsylvania, do hereby

certify that the foregoing is a true and correct copy of the
Resolution duly adopted at a regular (special) meeting of the

held on 13 June 2000

(SEAL)

By 
H. William Gift
Title: PRESIDENT
BOARD OF COMMISSIONERS

Date :

Traffic Signal Maintenance Agreement

MADE and entered into this _____ day of _____, 19____, by
and between the COMMONWEALTH, and **Upper Dublin Township**
a political subdivision in the County of **Montgomery**, Pennsylvania, by its
proper officials, hereinafter called SUBDIVISION.

WITNESSETH:

WHEREAS, the need for traffic signals at the following locations(s) has been found to
be warranted:

- I. Susquehanna Rd and Virginia Dr
- II. Virginia Dr and Office Center Dr/PA Turnpike Slip Ramp

WHEREAS, the cost of installing traffic signals at these locations is being
partially or totally funded with state and/or federal funds, and,

WHEREAS, traffic signal equipment is installed to serve a specific purpose
through a distinct mode of operation, and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from
installation until it is either removed or replaced with signal equipment which better serves the need
of the intersection, and,

WHEREAS, the COMMONWEALTH and Federal Highway Administration have
established policies which mandate that all traffic signal equipment installed with state or federal
funds be properly maintained and operated throughout their useful life, and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership
of the traffic signal installation (s) listed on this Agreement.

Now, therefore, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, and with the intention of being legally bound thereby, agree as follows:

1. Subdivision will, at its own expense, operate the traffic signals in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

- I. Susquehanna Rd and Virginia Dr
- II. Virginia Dr and Office Center Dr/PA Turnpike Slip Ramp

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above, shall vest in the SUBDIVISION. In this connection, it is further understood that the subdivision shall provide preventative and response maintenance, at its own expense, for the installations covered by this agreement in accordance with the provisions of Exhibit "A".

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventative and response maintenance activities performed on the installations covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" and shall make such materials available at all reasonable times for inspection by the COMMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required Preventative and Response Maintenance functions will be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	_____ Municipal Personnel
	_____ Contract Services

Response Maintenance as specified in Exhibit "A"	_____ Municipal Personnel
	_____ Contractor Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this agreement.

5. The SUBDIVISION hereby certifies that it will make available sufficient funds to provide the maintenance program described in this agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvement. It is further understood and agreed that federal and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Federal Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH performing duties as herein described being the responsibility of the SUBDIVISION.

7. **SAVE HARMLESS** - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the COMMONWEALTH Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions for Commonwealth Contracts concerning the Americans With Disabilities Act Exhibit "E" and made part hereof.

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

ATTEST:

SUBDIVISION

Title: DATE

BY _____
Title: DATE

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, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE—FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Traffic Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Council DATE

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

BY _____
Signature DATE

Comptroller _____
Title

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 1/26/88

TRAFFIC SIGNAL MAINTENANCE

Exhibit A

PREVENTATIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventative maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those marked B in the Preventative Maintenance Summary, Section 2.2, PA DOT Publication 191, January 1983.

LEVEL A:

Level A includes items listed as A and B in the Preventative Maintenance Summary. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

LEVEL B:

Level B includes items listed as B in the Preventative Maintenance Summary. This is the minimum level of maintenance required for the proper operation of intersection control equipment and signals.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24 hour period.

EMERGENCY REPAIR:

Use alternate means or mode to temporarily restore system to safe operation within a 24 hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

TYPE OF REPAIR
PERMITTED

KNOCKDOWNS

Support - Mast Arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether only	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads only	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, modem	Emergency or Final
Signal cable	Final Only

Exhibit B

RECORD KEEPING

Accurate and up-to-date record keeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventative and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather protected enclosure.

As a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 6.0, Maintenance Forms, PA DOT Publication 191, January 1983.

Form 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

Form 2 - Response Maintenance Repair Record Sheet

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

Form 3 - Preventative Maintenance Record

This form will be used to provide a record of the preventative maintenance activities performed at each intersection. The data, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit C

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the subdivision agrees to provide, as a minimum, the following staff throughout the useful life of the equipment:

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the subdivision agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The subdivision agrees to provide, in their annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of all traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to insure adequate preventative and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
 2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
 3. An ability to supervise subordinate personnel effectively in the assignment of their work.
 4. Possession of a college degree in engineering, which includes course work in traffic engineering.
 5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.
- B. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions, e.g., adding an overlap movement.
4. Ability to implement a record keeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electro-mechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics; check and set timings from plan sheets; and check all field connections.
5. Ability to perform preventative maintenance on all equipment and to maintain accurate records of all work performed.

EXHIBIT B
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions

a. Confidential information means information that is not public knowledge, or available to the public on request, the 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 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 FOR COMMONWEALTH CONTRACTS CONCERNING
THE AMERICANS WITH DISABILITIES ACT

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

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR, 35.101 et seq., the Contractor understands and agrees that no individual with a disability is to be excluded from participation in this contract or from activities provided for under this contract on the basis of the disability. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 CFR, 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.

The Contractor is to 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 Contractor's failure to comply with the above provisions.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1745

RESOLUTION TO TRANSFER PROPERTY ON TRESSLER DRIVE

WHEREAS, by Deed of Indenture dated June 15, 1966 ("Deed"), Rydal Homes, Inc. transferred real property located at Tressler Drive in the Township of Upper Dublin, being tax parcel number 54-00-15814-008, Block 048C, Unit 024 ("Property"), to the Township of Upper Dublin for the purpose of constructing and maintaining an underground sewage pumping station; and

WHEREAS, the Deed further provided that in the event the Township abandons or discontinues the use of the underground sewage pumping station, then the owner of Lot No. 38 of Rydal Homes Subdivision, Section Number 1, shall have the right to acquire at his sole expense and upon payment of \$1.00, the fee title to the Property subject to an existing drainage right-of-way; and

WHEREAS, at some time in or around 1973, the Township discontinued the use of the underground sewage pumping station and the station was capped; and

WHEREAS, James T. English, Jr. and Carolyn N. English ("English") are the owners of Lot No. 38 of Rydal Homes Subdivision, Section Number 1, being 1102 Hawthorne Lane, tax parcel number 54-00-08152-002; and

WHEREAS, English wishes to acquire the Property and Township wishes to transfer the Property to English.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township

hereby:

1. Authorizes the transfer of the property located at Tressler Drive, being tax parcel number 54-00-15814-008, Block 048C, Unit 024 ("Property"), to James T. English, Jr. and Carolyn N. English.
2. Directs the Township Manager and Township Solicitor to effectuate the transfer of the Property.

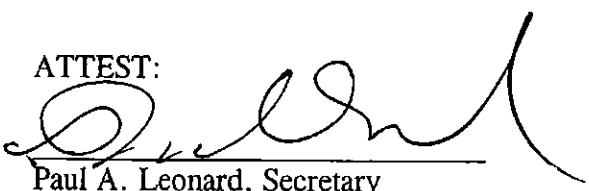
RESOLVED, this 11th day of JULY, 2000, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:

 V.P.
H. William Gift, President
JUDY R. HEROLD

ATTEST:


Paul A. Leonard, Secretary

ud\Ord\Resolum\Tressler Dr Resolution

RESOLUTION NO. 1726

**CONSENT RESOLUTION OF UPPER DUBLIN TOWNSHIP
AUTHORIZING THE TRANSFER OF A
CABLE TELEVISION FRANCHISE**

WHEREAS, UCA LLC (the "Franchisee") currently owns and operates the cable television system (the "System") operating in UPPER DUBLIN TOWNSHIP (the "Franchise Authority") and is the duly authorized holder of a franchise permit, license, or other authorization granted by the Franchise Authority (as amended to date, the "Franchise"); and

WHEREAS, Adelphia Communications Corporation ("Adelphia"), the parent company of the Franchisee, and Comcast Corporation ("Comcast") have entered into an agreement (the "Exchange Agreement"), dated May 25, 1999, pursuant to which Adelphia has agreed to transfer substantially all of the assets of the System, including its rights under the Franchise, to Comcast Cablevision of Pennsylvania, LLC ("Transferee") (the "Transaction"); and

WHEREAS, Franchisee and Transferee have requested consent by the Franchise Authority to the Transaction in accordance with the requirements of the Franchise and have filed an FCC Form 394 (the "Transfer Application") with the Franchise Authority describing both the Transferee and the Transaction; and

WHEREAS, Transferee has represented to the Franchise Authority that the assets being transferred are all of the Franchisee's assets in Southeastern Pennsylvania, and that the transfer of such assets will not be financed by any pledge of the franchise or its assets; and

WHEREAS, the Franchise Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Transferee, followed all required procedures in order to consider and act upon the Transfer Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Transferee has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, the Franchise Authority believes it is in the interest of the Franchise Authority to approve the Transfer Application and the transfer of the Franchise to Transferee, all as described in the Transfer Application, and to release the Franchisee from further obligation thereunder, subject

to receipt of financial guarantees from Comcast of Transferee's assumed obligations under the Franchise.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP RESOLVES AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transaction, all in accordance with the terms of the Franchise, provided that the Transaction is not financed by the pledge of the franchise or any of its assets.

SECTION 2. The Franchise Authority confirms that (a) the Franchise was properly granted or transferred to Franchisee, (b) the Franchise represents the entire understanding of the parties and Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, and (c) Franchisee is materially in compliance with the provisions of the Franchise and (d) there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights thereunder, except upon the expiration of the full term of the Franchise.

SECTION 3. Following the Transaction, Transferee may transfer the System and/or the Franchise, or control related thereto, to any entity controlling, controlled by, or under common control with Transferee.

SECTION 4. This Resolution shall be deemed effective for purposes of the Transaction upon the receipt of the guaranty referenced in Section 3 above, and upon consummation of the Transaction contemplated by the Exchange Agreement.

SECTION 5. This Resolution shall have the force of a continuing agreement with Franchisee and Transferee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Transferee.

SECTION 6. The Franchise Authority releases Franchisee, effective upon the consummation of the Transaction contemplated by the Exchange Agreement, from all obligations and liabilities under the Franchise that accrue on and after the consummation of the Transaction contemplated by the Exchange Agreement; provided that the Transferee shall be responsible for any obligations and

liabilities under the Franchise that accrue on and after the consummation of the Transaction contemplated by the Exchange Agreement.

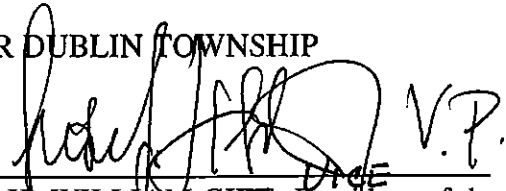
Entered into as a Resolution this 11th day of JULY, 2000.

ATTEST:

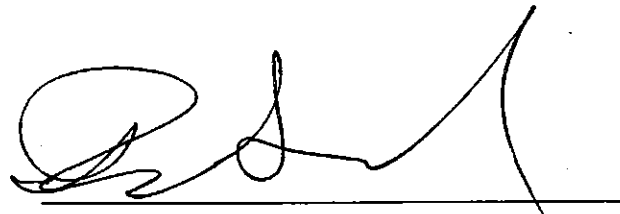
PAUL A. LEONARD, Secretary

UPPER DUBLIN TOWNSHIP

By:

 V.P.
~~WILLIAM GIFT~~, President of the
Board of Commissioners
JUDY R. HEROLD

I, the undersigned, being the duly appointed, qualified Secretary hereby certify that the foregoing Resolution No. 1746 is a true, correct and accurate copy as duly and lawfully passed and adopted by the Board of Commissioners of Upper Dublin Township on the 11th day of July, 2000.



PAUL A. LEONARD, Secretary

RESOLUTION

1747

WHEREAS, the Township of Upper Dublin levies an earned income tax; and

WHEREAS, various other neighboring municipal bodies also levy an earned income tax, a portion of which is collected from residents of Upper Dublin Township who work in those municipalities; and

WHEREAS, the Local Tax Enabling Act provides that where one municipality collects earned income tax from residents of another municipality which also levies an earned income tax, the tax must be remitted to the municipality in which the wage earner resides; and

WHEREAS, the Local Tax Enabling Act also provides that the tax collector for the municipality collecting the tax shall periodically reconcile its accounts with the tax collector of the municipality to whom the tax must be remitted; and

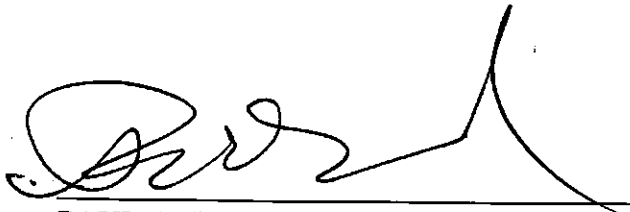
WHEREAS, the Township of Upper Dublin has received tax payments collected by the Municipal Tax Collection Bureau, Inc., tax collector for the Township of Horsham for the years 1995, 1996, 1997 and 1998, and tax collector for the various other neighboring municipalities for the years 1994, 1995, 1996, 1997 and 1998; and

WHEREAS, the Municipal Tax Collection Bureau, Inc. and the Township of Upper Dublin have reconciled their accounts and each agree that the earned income taxes collected and remitted to Upper Dublin Township on behalf of the jurisdictions for which the Municipal Tax Collection Bureau, Inc. acted as Tax Collector are in the correct amount.

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township does hereby resolve that the proper officers of the township be authorized to enter into a Mutual Release with the

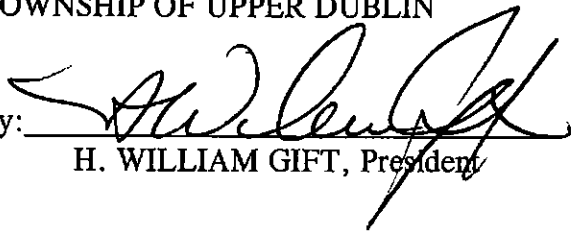
Municipal Tax Collection Bureau, Inc. by and on behalf of itself and the various municipalities for which it served as tax collector during the years 1994 through 1998, confirming the reconciliation of accounts and discharging one another from any further duty or obligation with respect to the collection and remitting of earned income taxes during that period.

RESOLVED this 11th day of July, 2000.



PAUL A. LEONARD, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

H. WILLIAM GIFT, President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1748

RESOLUTION TO EXTEND CONDITIONAL USE APPROVAL

WHEREAS, George E. Marks for Ameron Development Partnership ("Applicant") obtained Conditional Use Approval from the Board of Commissioners on December 8, 1998, and revised on March 30, 1999, for 1305 Fort Washington Avenue; and

WHEREAS, Section 255-196 of the Township Zoning Code provides as follows:

Conditional use approvals shall expire 12 months after being granted, unless the applicant obtains a use and occupancy permit or a building permit from the township Code Enforcement Department relative to the conditional use or unless the applicant obtains an extension of the grant of the conditional use by resolution of the Board of Commissioners.

WHEREAS, 12 months have expired since the grant of Conditional Use Approval; and

WHEREAS, Applicant has obtained neither a use and occupancy permit nor a building permit relative to the conditional use; and

WHEREAS, Applicant has requested an extension of the grant of Conditional Use Approval.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby extends the grant of Conditional Use Approval by the Board of Commissioners on December 8, 1998, and revised on March 30, 1999, for 1305 Fort Washington Avenue to George E. Marks for Ameron Development Partnership for a period of one (1) year from the date of this Resolution.

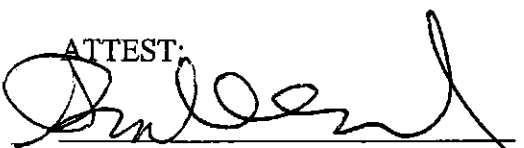
RESOLVED, this 8 day of AUG, 2000, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

H. William Gift, President

ATTEST:



Paul A. Leonard, Secretary

ud\dev\arnold\conditional use resolution

RESOLUTION NO. 1749

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR SANITARY SEWER ACCESS EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from ARMQUINN (hereinafter "Grantor") a Deed of Dedication for Sanitary Sewer Access Easement for property known as Montgomery County Parcel No. 54-00-10408-0051 ("Property"), said Deed of Dedication is attached hereto as Exhibit "A"; and

WHEREAS, this Property contains a private sanitary sewer grinder pump system servicing three properties, which discharges into the Township sewer system; and

WHEREAS, the Township entered into an Agreement dated June 1, 2000, permitting the Township to operate, maintain and/or replace the grinder pump system if the users of the system fail to properly operate and/or maintain the system; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication.

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 Sanitary Sewer Access Easement, more fully described in Exhibits attached hereto, is accepted.
2. The proper officers of the Township are authorized to record the Deed of Dedication in the Recorder of Deeds Office, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 8 day of AUG, 2000.

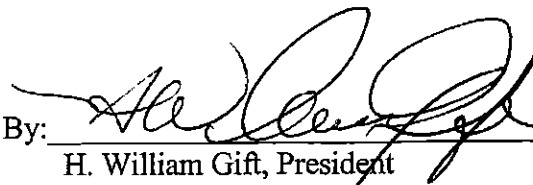
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

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By: 
H. William Gift, President

DEED OF DEDICATION FOR SANITARY SEWER ACCESS EASEMENT

THIS DEED OF DEDICATION made this 8th day of August, 2000, between ARMQUINN, (hereinafter referred to as "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 referred to as "Grantee").

WHEREAS, Grantor is the owner of a certain tract of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania, known as tax parcel number 54-00-10408-005 ("Property"); and

WHEREAS, a sanitary sewage grinder pump owned by Grantor is located on the Property, which pump receives waste from two neighboring properties, and discharges the waste into a gravity main in the bed of Limekiln Pike, which gravity main is operated by the Grantee; and

WHEREAS, Grantor now wishes to dedicate to the public the sanitary sewer access easement shown on the plan and description attached hereto as Exhibit "A" and Exhibit "B" respectively.

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, a permanent sanitary sewer access easement and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania being shown on the plan attached hereto as Exhibit "A", and being more fully described in the description attached hereto as Exhibit "B".

TO HAVE AND TO HOLD the aforesaid easement 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 access to the sanitary sewer system, including the sanitary sewer system and piping therein and including the right to construct, maintain and repair the sanitary sewer system and piping over the lands hereinabove described and any such sanitary sewer main or mains hereinafter constructed in the said easement and to cause others to construct, maintain and repair such sanitary sewer system and piping 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, recover or receive any such damage by reason of the construction, maintenance or repair of said sanitary sewer system and piping to conform to the codes and regulations thereafter established or confirmed by the said TOWNSHIP OF UPPER DUBLIN.

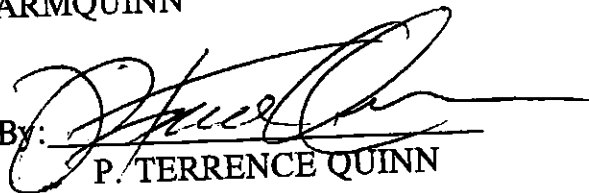
AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easements and sanitary sewer system described unto the said Grantee, its successors and assigns, against it the said Grantor, 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.

AND, further, Grantee hereby agrees to indemnify and hold Grantor, its successors and assigns harmless from any liability, cost or expense caused by Grantee's negligence and incurred by Grantor by reason of injury to persons other than Grantor or damage to property other than Grantor's, arising out of or in connection with construction, maintenance, repair, replacement or use of the said sanitary sewer system and piping in connection therewith by the Grantee.

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.


ARMQUINN

ATTEST: _____


By: 
P. TERRENCE QUINN

Accepted and approved by
Resolution of the Board of
Commissioners of Upper Dublin
Township, Approved Aug. 8, 2010

ATTEST:


PAUL A. LEONARD, Secretary

TOWNSHIP OF UPPER DUBLIN

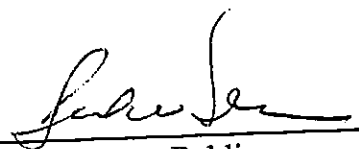
By: 
H. WILLIAM GIFT, President
Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 8th day of August, 2000, before me, a Notary Public of 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.

Notarial Seal
Daniel W. Supplee, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Mar. 27, 2003
Member, Pennsylvania Association of Notaries



Notary Public

AGREEMENT

THIS AGREEMENT made this 1st day of JUNE, 2000 between ARMQUINN (hereinafter called "Owner"), MARGARET F. FOLEY (hereinafter called "Foley"), JAMES H. COURTS AND DONNA COURTS (hereinafter called "Courts"), and TOWNSHIP OF UPPER DUBLIN (hereinafter called "Township").

WITNESSETH

WHEREAS, Owner is the owner of property located at 501 N. Limekiln Pike, Upper Dublin Township, known as parcel number 54-00-10408-005 (the "Property"); and

WHEREAS, Owner currently operates a sanitary sewage grinder pump on the Property that pumps to a gravity main in the bed of Limekiln Pike, which gravity main is operated by the Township; and

WHEREAS, Foley is the owner of property located at 1841 Norristown Road, Township of Upper Dublin, being tax parcel number 54-00-12331-008; and

WHEREAS, by Agreement dated June 30, 1998, Owner and Foley's predecessor in ownership of 1841 Norristown Road agreed to provide for Owner to handle sewage from 1841 Norristown Road; and

WHEREAS, Courts are owners of property located at 505 N. Limekiln Pike, Township of Upper Dublin, being tax parcel number 54-00-10405-008; and

WHEREAS, Courts desires to discharge sanitary sewage from 505 N. Limekiln Pike into Owner's grinder pump and the sanitary sewer system of the Township of Upper Dublin; and

WHEREAS, Owner agrees to provide access to Courts and Foley for the purposes of disposing of sewage from their respective properties into the sanitary sewage grinder pump on Owner's Property.

NOW, THEREFORE, in consideration of the mutual promises made to each other and intending to be legally bound, it is agreed as follows:

1. Owner agrees to handle the sanitary sewage effluent from 1841 Norristown Road, which property is owned by Foley, and 505 N. Limekiln Pike, which property is owned by Courts, at a cost to be agreed upon by Owner and the parties as stipulated in Paragraph 2 herein.

2. Owner, Foley and Courts agree that any and all costs relating to the operation, maintenance and replacement of the grinder pump system shall be shared on a proportionate basis by the parties and any subsequent owners of the properties.

3. Owner agrees to permit Courts and Foley access to the grinder pump system on Owner's property for purposes of discharging sewage.

4. Owner agrees to provide the Township with a sanitary sewer access easement to the grinder pump system.

5. Owner, Foley and Courts agree that if the parties fail to properly operate, maintain and/or replace the grinder pump system, the Township shall be permitted to operate, maintain and/or replace the grinder pump system and charge any costs related thereto to Owner, Foley and Courts and any subsequent owners of the properties.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and shall be properly executed for recording in the Recorder of Deeds Office in Montgomery County.

IN WITNESS WHEREOF, the parties have caused their hands and corporate seals to be affixed hereto, duly attested by the proper officers, the day and year first written above.

Attest: CHP

Attest: CHP

Attest: CHP

Attest: CHP

ARMQUINN PARTNERS

[Signature]
P. Terrence Quinn

[Signature]
Margaret Foley

[Signature]
James H. Courts

[Signature]
Donna Courts

Attest: [Signature]

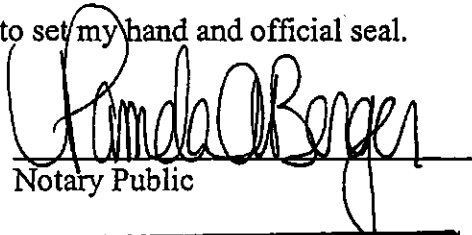
TOWNSHIP OF UPPER DUBLIN

[Signature]
Paul A. Leonard, Township Manager

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Montgomery :

On this, the 14th day of May, 2000, before me the undersigned officer, personally appeared P. Terrence Quinn of Armquinn, who acknowledged that he executed the foregoing Agreement for the purposes therein contained and desires the same might be recorded as such.

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


Notary Public

NOTARIAL SEAL
PAMELA A. BERGER, Notary Public
Abington Twp., Montgomery County
My Commission Expires Jan. 10, 2004

COMMONWEALTH OF PENNSYLVANIA

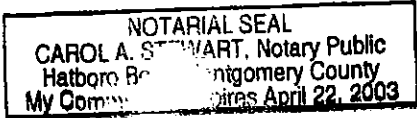
:
: SS

COUNTY OF *Montgomery* :

On this, the 15 day of June, 2000, before me the undersigned officer, personally appeared James H. Courts who acknowledged that he executed the foregoing Agreement for the purposes therein contained and desires the same might be recorded as such.

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

Carol A. Stewart
Notary Public

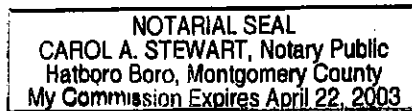


COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Montgomery* : SS

On this, the 15th day of June, 2000, before me the undersigned officer, personally appeared Donna Courts who acknowledged that she executed the foregoing Agreement for the purposes therein contained and desires the same might be recorded as such.

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

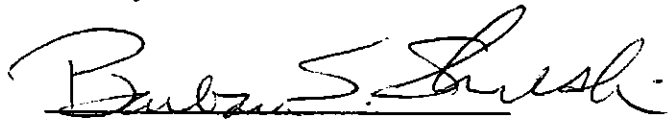
Carol A. Stewart
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : SS

On this, the 12th day of June, 2000, before me the undersigned officer, personally appeared Margaret Foley who acknowledged that she executed the foregoing Agreement for the purposes therein contained and desires the same might be recorded as such.

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


Notary Public


NOTARIAL SEAL
BARBARA S. SHULSKI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Jan 4, 2001

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF :

On this, the 28th day of July, 2000, before me the undersigned officer, personally appeared Paul A. Leonard, Township Manager for the Township of Upper Dublin, who acknowledged that he is authorized to execute the foregoing Agreement on behalf of the Township of Upper Dublin and he executed the foregoing Agreement for the purposes therein contained and desires the same might be recorded as such.

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

Notarial Seal
Daniel W. Supplee, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Mar. 27, 2003
Member, Pennsylvania Association of Notaries



Notary Public

RESOLUTION

RESOLUTION NO. 1750

AND NOW, this 8th day of AUGUST, 19 2000, 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 hereby resolved by the authority of same:
(NAME OF POLITICAL SUBDIVISION)

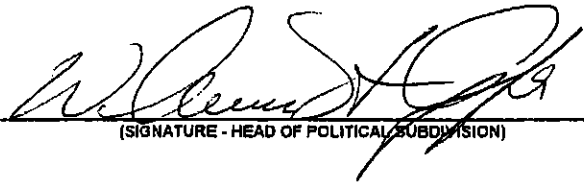
THAT the Township of Upper Dublin hereby agrees
(NAME OF POLITICAL SUBDIVISION)

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

the Township of Upper Dublin shall
(NAME OF POLITICAL SUBDIVISION)

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

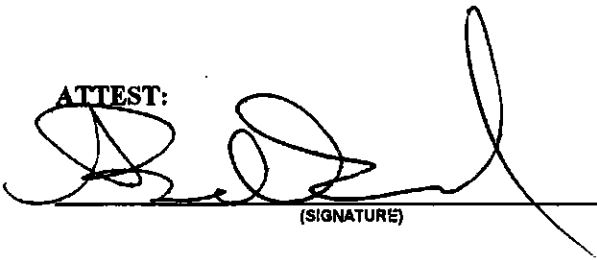
IN WITNESS WHEREOF the Township of Upper Dublin hereby authorizes the execution and attestation of this RESOLUTION the date first above written.
(NAME OF POLITICAL SUBDIVISION)

by: 
(SIGNATURE - HEAD OF POLITICAL SUBDIVISION)

William H. Gift
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

SEAL

President Board of Commissioners
(TITLE - HEAD OF POLITICAL SUBDIVISION)

ATTEST:

(SIGNATURE)

Paul A. Leonard
(TYPED NAME)

Township Secretary
(TITLE)

Police have original

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1751

RESOLUTION TO APPROVE THE CHANGE OF USE
APPLICATION FOR 1100 VIRGINIA DRIVE

WHEREAS, the owner of 1100 Virginia Drive, 1100 Virginia Drive Associates ("Owner"), desire to change the use of a portion of the property located at 1100 Virginia Drive; and

WHEREAS, the Township Code, §255-115 requires plans for any change of use in the EC Employment Center District to be submitted to the Township for approval by the Board of Commissioners; and

WHEREAS, Owner submitted the required plan for the proposed change of use and seeks approval of the Board of Commissioners; and

WHEREAS, the Board of Commissioners desires to approve the change of use subject to certain conditions.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby approves the change of use application submitted by 1100 Virginia Drive Associates for the property located at 1100 Virginia Drive, as described by the plan set prepared by Oxford Engineers & Consultants, Inc., consisting of sheets M-1, M-2, P-1 and P-2 dated May 15, 2000 and last revised July 11, 2000, subject to the following conditions:

1. Owner agrees to reimburse the Township for the reasonable expense of hiring a sound consultant to perform sound tests following installation of the proposed dry coolers and generators to determine compliance with the Noise Level Design Goals set forth in the Fort Washington Expo Center, Outdoor Equipment Noise Emissions Acoustical Study prepared by James B. Merrill of Shen Milson & Wilke, Inc. dated June 26, 2000.

2. Owner agrees that the generators shall only be used in an emergency and as necessary for the proper testing and maintenance of said generators.

3. Owner agrees that those outstanding submittals identified in the letter dated July 12, 2000 from Theodore A. Kochen, P.E., of Oxford Engineers & Consultants, Inc., to Jeffrey A. Wert, P.E., Township Engineer, as being withdrawn are hereby withdrawn and the current plans include and/or reference all other submittals identified in said letter. Owner further agrees to provide the information set forth in the letter dated July 12, 2000 from Theodore A. Kochen, P.E., of Oxford Engineers & Consultants, Inc., to Jeffrey A. Wert, P.E., Township Engineer, which responded to issues raised by the Township Engineer by letter dated June 23, 2000.


4. Owner agrees to provide details and design of the emergency access connection to Office Center Drive.

5. Owner agrees to meet with the Township Engineer to discuss the proposed Cross County Bike Trail.

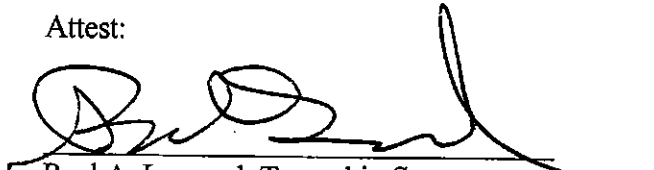
RESOLVED, this 8th day of August, 2000, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


H. William Gift, President

Attest:


Paul A. Leonard, Township Secretary

g:\ud\dev\1100 virginia\change of use resolution

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1752

RESOLUTION TO AUTHORIZE CHANGE ORDER FOR CAMPHILL
AND HIGHLAND ATHLETIC COMPLEX

WHEREAS, the Township is in the process of constructing the Camphill and Highland Athletic Complex ("Complex"); and

WHEREAS, Fry Electrical Construction has been retained to provide lighting for the Complex at a cost of \$218,000.00; and

WHEREAS, a change order in the amount of \$82,291.45 is necessary to upgrade the lighting to be provided by Fry Electrical Construction; and

WHEREAS, the change order will be paid by the Commonwealth of Pennsylvania, the Upper Dublin Soccer Club and the Upper Dublin Junior Athletic Association.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes the Township Manager to execute a change order with Fry Electrical Construction for the Camphill and Highland Athletic Complex in the amount of \$82,291.45.

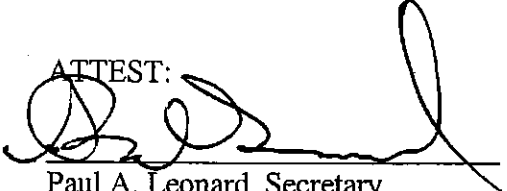
RESOLVED, this 8 day of AUG, 2000, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

RESOLUTION
NO. 1753

**RESOLUTION TO GRANT FINAL APPROVAL
TO APPLICATIONS OF
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
FOR PROPERTY AT DRESHERTOWN AND WELSH ROADS
FOR
FINAL SUBDIVISION APPROVAL FOR LOTS 1 THROUGH 5; AND
FINAL LAND DEVELOPMENT APPROVAL FOR BUILDING II**

WHEREAS, the Prudential Insurance Company of America (hereinafter "Prudential") submitted to Upper Dublin Township (hereinafter "Township") on July 14, 2000, the following applications:

- a. Application for Final Plan Approval for:
 1. Subdivision for proposed Lots 1-5; and
 2. Land Development for proposed Buildings I and II, subsequently amended to seek Land Development for proposed Building II only.
- b. Application for Revised Preliminary Plan Approval for Land Development for proposed Buildings III through V.

WHEREAS, on November 9, 1999, the Township, by Resolution No. 1708, granted Prudential Preliminary Subdivision Approval for Lots 1 through 5, Preliminary Land Development Approval for Buildings I and II, and Preliminary Land Development Approval for Buildings III, IV and V, conditioned upon terms set forth in Resolution No. 1708, a copy of which is attached hereto as Exhibit "A".

WHEREAS, the Preliminary Approvals granted in Resolution No. 1708 and the conditions set forth therein shall continue to be in full force and effect for Buildings I, III, IV and V following this grant of Final Approval.

WHEREAS, the subject property known as the "Prudential Office Campus" is approximately 196 acres located at Dreshertown and Welsh Roads on the west and north boundaries, respectively, and the Pennsylvania Turnpike on the east boundary, and including Tax Block 12, units 1, 2, 3, 4, 22, 25, 53, and 64, and being designated as parcel nos. 54-00-05242-005, 54-00-05239-008, and 54-00-16672-005 (hereinafter "Property"); and

WHEREAS, the Prudential Insurance Company of America is the owner of said Property; and

WHEREAS, Prudential has withdrawn the Final Land Development Application for Phase 2 (Building I) without prejudice, subject to the following deadlines, as set forth in Resolution No. 1708:

Application for Final Approval of Phase 2, by December 31, 2002;
Application for Final Approval of Phase 3, by December 31, 2005;
Application for Final Approval for Phase 4, by December 31, 2007;
Application for Final Approval for Phase 5, by December 31, 2009; and

WHEREAS, Prudential and Township agree that no further action by the Township is required for the Application for Revised Preliminary Plan Approval for Land Development for proposed Buildings III through V until such time as Final Land Development applications are filed for said buildings; and

WHEREAS, Prudential submitted a Subdivision and Land Development Plan set prepared by Paulus, Sokolowski & Sartor, Inc., of Warren, New Jersey, including drawing

numbers C1-1 through C1-50, A1-1, A1-2, dated December 18, 1998 with most recent revision date of July 14, 2000, for Subdivision of Lots 1-5 and for Land Development of Lots 1 and 2, (hereinafter together "Site Plans"); and

WHEREAS, the proposed development requires no zoning relief; and

WHEREAS, in accordance with the Pennsylvania Municipalities Planning Code, section 508(4)(v), when a preliminary plan calls for the installation of improvements beyond a five year period, a schedule is to be filed by the land owner with a preliminary plan delineating all proposed sections of the project as well as deadlines within which applications for final plan approval of each section are entitled to be filed. Said schedule is to be updated annually by the applicant on or before the anniversary of the preliminary plan approval, until final plan approval of the final section has been granted. Any modification of said schedule is subject to the approval of the Board of Commissioners in its discretion; and

WHEREAS, in accordance with the Pennsylvania Municipalities Planning Code, Section 509(i) where development is projected over a period of years, the Board of Commissioners may authorize submission of final plans by section or stages of development subject to such requirements or guarantees as to improvements in future sections or stages of development as the Board of Commissioners finds essential for the protection of any finally approved section of the development; and

WHEREAS, Prudential submitted and received approval from the Township for the phasing of the development of the Property as set forth in Exhibits "A" and "B" of Resolution No. 1708; and

WHEREAS, Prudential is seeking Final Land Development approval for Building II, which is referenced as Phase 1 in Exhibits "A" and "B" of Resolution No. 1708; and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer, Township Traffic Engineer, and various Township Advisory Boards, and on representations made during the subdivision and land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners finds it appropriate to grant conditional final subdivision approval for Lots 1-5 and final land development approval for Building II, also referenced as Phase 1, in accordance with the Site Plans.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby grant final plan approvals as follows:

- a. Subdivision of Lots 1-5;
- b. Land development for Building II.

All development shall be in accordance with the Site Plans, and the final plan approvals are conditioned on the following:

1. Prudential shall enter into a Development Agreement with the Township, which Agreement shall incorporate the understandings set forth in this Resolution and shall outline the time schedule for completion of the project in phases, each of which phase shall include the improvements set forth on Exhibits "A" and "B" attached to Resolution 1708.
2. Prior to any construction for Phase 1, Prudential will post escrows in a form satisfactory to the Township to cover the cost of those public improvements including but not limited to on-site stormwater management, erosion and sediment control, landscaping and a reasonable escrow to assure access to the lots as required by the Township for Phase 1.

3. Prior to any construction for Phase 1, Prudential will provide the Township with a minimum of 10 complete plan sets for construction purposes.

4. Prudential shall execute an easement for all utilities on the Property in favor of the Township to be used by the Township at its discretion should access to any storm sewer, sanitary sewer or utility easements become necessary for the purpose of emergency access or maintenance.

5. Prudential shall execute cross easements amongst and between all five new Lots for storm sewer, sanitary sewer, utilities, and access, including but not limited to roadways and walkways.

6. Prudential shall execute in favor of the Township an easement for the pedestrian/bicycle walkway to be located along Welsh Road and Dreshertown Road for all portions of said walkway located outside the proposed right-of-way.

7. None of the on-site improvements to be constructed by Prudential according to the Site Plans, including sanitary sewer, storm sewer, curbing, sidewalk, paving, parking or roadways are intended to be dedicated to the Township, except for the sanitary flow metering chamber.

8. Site frontage improvements along Welsh Road and Dreshertown Road including curb, widening, drainage and traffic system improvements (which include but are not limited to striping, signals, signage and wiring) are intended to be dedicated to the Township or agency having jurisdiction.

9. Prudential shall offer to the Township in a form acceptable to the Township Solicitor, Deeds of Dedication for those areas along Welsh Road and Dreshertown Road, and the improvements thereon.

10. Prudential agrees that the projected wastewater usage for the property is 228 EDUs, based upon information provided by Prudential that the projected wastewater usage is 79,560 gallons per day. More detailed information is outlined in letter dated July 26, 1999 from Township Sewer Engineer to Paulus, Sokolowski & Sartor, Inc., which letter is incorporated herein by reference. An EDU is presently equal to 350 gallons of daily wastewater flow as determined by historical wastewater flow records for the Property, or the criteria set forth by the Pennsylvania Department of Environmental Protection rules and regulations, whichever is greater.

11. Prudential shall pay to the Township the sum of \$1,322,400 dollars to cover sewer capital contribution fees. Further, Prudential shall enter into an Agreement with the Township regarding wastewater treatment capacity at the Upper Dublin Wastewater Treatment Plant which will stipulate, among other things, that wastewater flows generated by Prudential will be reviewed on an annual basis according to readings from the flow metering chamber. If at any point the flows exceed the proposed treatment capacity purchased by Prudential, additional EDUs shall be purchased at the current price established in the Township Code at the time of such purchase.

12. Prudential shall not be required to construct any sanitary sewer facilities in the Dreshertown Road right-of-way except as far as may be needed to connect into the existing public sanitary sewer system, which connection is shown on the Site Plans.

13. Prudential shall submit to the Township legal descriptions and construction cost estimates for Phase 1, and said estimates shall include the cost to construct the required public improvements including but not limited to on-site stormwater management, erosion and sediment control, landscaping and a reasonable escrow to assure access to the lots related to Phase 1.

14. Prudential shall address all comments in the Township Engineer's Review Letter dated September 7, 2000, a copy of which is attached hereto as Exhibit "B".

15. Prudential shall address all comments in the Township Sewer Engineer's Review Letter dated September 7, 2000, a copy of which is attached hereto as Exhibit "C".

16. Prudential agrees that all traffic improvements will be constructed according to Township performance standards, and all associated equipment will be installed according to Township and PADOT standards including, but not limited to, stainless steel poles and preemption equipment and closed loop coordinated traffic system for each proposed traffic signal.

17. Prior to Final Plan approval for Phase 2, Prudential will contribute the sum of Three Hundred Thousand (\$300,000.00) Dollars to the Township. The Township will make these funds available to Upper Moreland Township for land acquisition and construction in conjunction with the proposed relocation of Computer Drive as shown on the Site Plans. Any balance in this sum not expended by Upper Moreland Township for this purpose will be returned to the Township for use by the Township at its discretion for public improvements. Should Upper Moreland not take public action on this project by December 31, 2005, said

funds shall be returned in full to the Township for use by the Township at its discretion for traffic improvements related to the development.

18. At such time as Computer Drive is relocated by Upper Moreland Township, within six months of said relocation, Prudential will begin construction to realign the road located on its Property in order to create an intersection crossing Welsh Road directly to Computer Drive. The cost for such realignment and for any improvements, and permitting related to the relocated traffic signal at the intersection of Welsh Road and Computer Drive shall be paid entirely by Prudential.

19. If the Pennsylvania Turnpike Commission agrees, Prudential shall provide emergency access to the Turnpike from the Property which access shall be for emergency use only, and shall be constructed with pervious materials to be approved by the Township Engineer.

20. Prudential has contributed directly to Township emergency services, including the Fire and Police Departments, the sum needed to install preemption emitters in 14 Township vehicles chosen at the Township's discretion.

21. Prudential has contributed the sum of Thirty Five Thousand (\$35,000.00) Dollars to the Township for recreational improvements at the Camphill Highland Athletic Complex ("CHAC").

22. Prudential shall contribute the sum of Fifteen Thousand (\$15,000.00) Dollars to the Township to be used for fire pre-planning and mapping of all Prudential facilities, with any balance to be used by the Township for additional fire pre-planning and mapping at the Township's discretion.

23. Prudential shall pay the Township for all outstanding professional fees.

24. Prudential will obtain all required permits and/or approvals only from those agencies authorized to grant such approvals prior to Final Subdivision Plan approval, and prior to Final Land Development Plan approval for Phase 1 and prior to any construction from the following:

- a. Upper Dublin Township sewer permits, fees and agreements;
- b. Water connection agreements, fees and commitment letter;
- c. Township Public Works Department;
- d. Township Parks and Recreation Department;
- e. Township Environmental Protection Advisory Board;
- f. Township Planning Agency Advisory Board Review;
- g. Township Shade Tree Commission;
- h. Township Traffic Engineer;
- i. Township Fire Marshall;
- j. Montgomery County Planning Commission;
- k. Montgomery County Conservation District, including:
 - 1. Erosion and Sediment Control Plan approval
 - 2. NPDES Permit;
- l. Pennsylvania Department of Environmental Protection, including:
 - 1. Planning Modules
 - 2. General Permits (GP-3, 4, 5, 7, 8);
- m. Pennsylvania Department of Transportation, including:
 - 1. Highway Occupancy Permit for widening, drainage and roadway improvements
 - 2. Traffic Signal Permits (Horsham Township and Upper Moreland Township Co-Applicants);

25. The Board of Commissioners agrees to waive the following provisions of the Township Subdivision and Land Development Ordinance ("SO") and the Township

Stormwater Management Ordinance ("SMO") as requested by Prudential, and all waivers shall be noted on the Record Plans:

- a. SMO 206-11.H, requirement to provide a permanent access easement to the storm water management facilities; rather a blanket easement shall be provided for the Subject Property;
- b. SMO 206-36.D(8), requirement to provide a low flow channel within detention basin no. 5, rather detention basin no. 5 is to function as a wetland and infiltration area;
- c. SMO 206-36.D(14), requirement to provide six inches (6") between the invert of inlet pipes (to basin/pond) and the basin floor/normal water elevation;
- d. SMO 206-37.B(1), requirement to provide 18 inch (18") diameter storm sewer pipe, rather the Township will allow twelve inch (12") and fifteen inch (15") diameter storm sewer pipes, and none of the smaller pipes are to be dedicated;
- e. SMO 206-37.B(2), requirement to provide minimum storm sewer pipe slope of 0.005 foot per pipe, rather the Township will allow a minimum slope to be provided of 0.003 \pm , and none of the pipes are to be dedicated;
- f. SMO 206-37.B(3), requirement to provide a two inch (2") drop through storm structures, rather the minimum slope shall equal the pipe grade utilized;
- g. SMO 206-37.B(13), requirement for minimum cover over storm sewer pipes of two feet (2'), rather the Township will allow coverage of one foot (1') as provided in certain locations;
- h. SO 212-19, requirement for eight inch (8") curb reveal, rather the Township will allow six inch (6") curb reveal, and eight inch (8") will be required for all public road frontages;
- i. SO 212-23.A, requirement that no topsoil be removed from the Property, rather the Township will allow excess topsoil to be removed from the Project Site during construction, but remaining topsoil shall be monitored at each phase based on calculations provided by Prudential;
- j. SO 212-32.F(7)(b) and (c), requirement for use of groundcover for slope stabilization for slopes 20% or greater and sod for slopes 10% or greater, rather a determination in this regard shall be made in the field by the Township Engineer;
- k. SO 212-33.B, requirement of sanitary sewer, storm sewer or access easements on the subject property, rather a blanket easement will be provided;
- l. So 212-33.D, requirement to provide a drainage easement along natural water courses, rather a blanket easement will be provided;
- m. SO 212-43.C(2), requirement to identify existing and proposed easements or rights-of-way for above or below grade utilities;
- n. SO 212-43.C(3)(C), requirement to identify location, species and size of existing trees standing alone that are eight inches in diameter or greater;


- o. SMO 206-36.D(6), requirement to provide fencing for detention or retention basins.

RESOLVED, this 12th day of September, 2000 at a public meeting.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTESTED:

BY:


Paul A. Leonard, Secretary

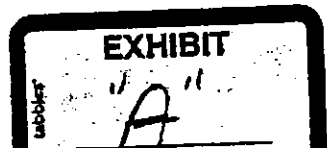
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BY:


H. William Gift, President

**PRUDENTIAL EASTERN HOME OFFICE
PHASING PLAN**

Phase No.	Plan Description
Phase I	1.1 Construction of Building II with all ancillary parking, loading zones and pedestrian walks including all curbing, pavement, striping, signage, lighting, landscaping drainage and utilities.
	1.2 Construction of Bauman Boulevard from Welsh Road to STA 7+50 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	1.3 Construction of Connector Road "A" in its entirety and Connector Road "B" STA 1+60 to intersection with Baumann Boulevard including all curbing, pavement, striping, signage, lighting and drainage and utilities.
	1.4 Construction of Retention Pond #1, Retention Pond #2, Detention Basin #5, and wetlands mitigation area including all control structures and interconnecting swales and storm sewers.
	1.5 Construction of all parking west of Rytter Road for use of the existing office complex.
Phase II	2.1 Construction of Building I with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping drainage and utilities.
	2.2 Construction of Rytter Road from Welsh Road to STA 6+00 from Welsh Road to STA 6+00 and from STA 12+50 to STA 32+00 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	2.3 Construction of Rytter Road East from Rytter Road to STA 21+50 including all curbing, pavement, striping, signage, lighting and drainage and utilities.
	2.4 Construction of Connector Road "B" from STA 0+00 to STA 1+60 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.
	2.5 Re-construction of access road to Welsh Road at Computer Avenue.
	2.6 Construction of Retention Pond #6 including all control structures and interconnecting swales and storm sewers.
	2.7 Construction of parking and roadway and pedestrian paths around the existing office complex off the westerly corner including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.



**IDENTIAL EASTERN HOME OFFICE
PHASING PLAN**

Phase No.	Plan Description
Phase III	<p>3.1 Construction of Building III with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping drainage and utilities.</p> <p>3.2 Construction of Bauman Boulevard from STA 7+50 to STA 11+50 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p> <p>3.3 Construction of Retention Pond #3 including all control structures and interconnecting swales and storm sewers.</p>
Phase IV	<p>4.1 Construction of Building IV with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping, drainage and utilities.</p> <p>4.2 Construction of Bauman Boulevard from STA 11+50 to Dreshtertown Road including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p>
Phase V	<p>5.1 Construction of Building V with all ancillary parking, loading zones and pedestrian walks including all curbing pavement, striping, signage, lighting, landscaping, drainage and utilities.</p> <p>5.2 Construction of Retention Pond #4 including all curbing, pavement, striping, signage, lighting and landscaping, drainage and utilities.</p>

See Colored Phasing Plan for Limits of Phasing.

**Phasing of Roadway Improvements
 Prudential Eastern Home Office
 Upper Dublin Township
 Montgomery County, PA
 September 23, 1999**

By	Description	Time Frame
PHASE 1		
1. Prudential	Reconfigure existing site access opposite Blair Mill Road. Provide two entry lanes and three exit lanes.	Phase 1
2. Prudential	Widen Blair Mill Road to provide separate southbound left turn lane at Welsh Road. Ideally, coordinate construction with Exxon widening (see 8. below). Design signals in anticipation of future additional widening.	Phase 1
3. Prudential	Widen northbound Dreshertown Road to provide dual left turn lanes and a separate right turn lane. Provide overhead lane signing to Dreshertown Road.	Phase 1
4. Prudential	Widen existing site driveway opposite Computer Avenue to add right turn lane.	Phase 1
5. Prudential	Optimize signal timing at Welsh Road signals from Twining Road to Jarretstown Road.	Phase 1
6. Prudential	Construct new site access (Baumann Boulevard) to Welsh Road and signalize the intersection. Widen Welsh Road at Baumann Boulevard to provide an eastbound right-turn lane and channelized left-turn lanes in both directions.	Phase 1 ⁽¹⁾
7. Prudential	Widen Welsh Road to provide a designated left turn lane at Dreshertown Road in addition to two westbound through lanes.	Phase 1 ⁽¹⁾
8. Prudential	Widen Welsh Road between Blair Mill Road and Dreshertown Road to provide a center left turn lane at unsignalized intersections.	Phase 1
9. Prudential	Install a traffic signal at the intersection of Dreshertown Road and Bantry Drive/Beacon Hill Drive. Pave a shoulder area 30' long on southbound Dreshertown Road in advance of the intersection.	Phase 1
10. Exxon	Widen Blair Mill Road for southbound right turn lane at Welsh Road.	Phase 1
11. Upper Dublin	Coordinate with Upper Moreland regarding Exxon land development approvals (ensure dedication of right-of-way for right-turn lane on Blair Mill Road).	Phase 1
12. Upper Dublin	Coordinate with Upper Moreland Township for right-of-way acquisition from Allegro for relocation of Computer Avenue.	Phase 1



**Phasing of Roadway Improvements
Prudential Eastern Home Office
Upper Dublin Township
Montgomery County, PA
September 23, 1999**

PHASE 2		
13. Prudential	Widen existing southbound Computer Avenue to provide separate right-turn lane at Welsh Road in an acceptable alignment(2).	Phase 2
14. Prudential	Install coordinated interconnected signal system along Welsh Road including all signals from Jarrettown Road to Kimball Avenue.	Phase 2
15. Prudential	Provide closed loop software and central office equipment to the Township - provide training to Township staff in operation and maintenance of system.	Phase 2
16. Prudential	Widen Dresher Road approaching Welsh Road to provide dual left-turn lanes plus a separate right turn lane, if Horsham Township project has not already done so. Provide overhead lane signing to Dreshertown Road.	Phase 2
17. Prudential	Widen Blair Mill Road for separate southbound right turn lane at Welsh Road, if not already constructed by Exxon.	Phase 2
18. Horsham	Widen Dresher Road to five lanes	Year 2001
PHASE 3		
19. Prudential	Widen Welsh Road at Blair Mill Road for westbound right turn lane. Locate traffic signals for a five lane cross section on Blair Mill Road.	Phase 3
20. Prudential	Widen eastbound Welsh Road between Dresher Road and Dreshertown Road for a separate right turn lane.	Phase 3
21. Prudential	Widen northbound Jarrettown Road for a separate right turn lane at Welsh Road. Locate traffic signals to anticipate future widening on Welsh Road.	Phase 3
22. Prudential	Widen Dreshertown Road along site frontage and realign existing curve	Phase 3
23. Prudential	Optimize Welsh Road signal system timing	Phase 3

**Phasing of Roadway Improvements
Prudential Eastern Home Office
Upper Dublin Township
Montgomery County, PA
September 23, 1999**

PHASE 4		
24. Prudential	Construct new site access (Baumann Boulevard) to Dreshertown Road and signalize. Provide separate southbound left turn lane and northbound right turn lane on Dreshertown Road at Baumann Boulevard. Prior to constructing new access, conduct peak period trip generation counts at Welsh Road driveways.	Phase 4
25. Prudential	Widen Twining Road for a separate northbound right turn lane at Welsh Road plus dual left turn lanes.	Phase 4
26. Prudential	Widen eastbound Welsh Road between Jarrettown Road and Dresher Road to provide two eastbound through lanes plus a separate left turn lane at Dresher Road.	Phase 4
27. Prudential	Following occupancy of Building 4, conduct study to determine any cutthrough of site traffic through Dawesfield to Baumann Boulevard	Phase 4
28. Prudential	Optimize Welsh Road signal system timing	Phase 4
PHASE 5		
29. Prudential	Widen site driveway opposite Blair Mill Road to provide two through lanes plus separate left and right turn lanes. Construct two receiving lanes on northbound Blair Mill Road.	Phase 5
30. Prudential	Widen eastbound Welsh Road to provide two eastbound through lanes plus a left turn lane at Jarrettown Road.	Phase 5
31. PennDOT	Widen Blair Mill Road to five lanes between Welsh Road and Easton Road	Year 2005
32. Prudential	Optimize Welsh Road signal system timing	Phase 5

- (1) *The Traffic Impact Study recommends this improvement in Phase 2; shifted to Phase 1 because of change in sequence of building development.*
- 2) *Upon Township request, a contribution of \$300,000 will be made to the Township towards a public project to relocate Computer Avenue, in lieu of constructing a southbound right-turn lane.*



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.
 Walter E. Hunley, P.L.S.
 Paul D. Erle, P.E.
 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

September 7, 2000

Board of Commissioners
 Upper Dublin Township
 801 Loch Alsh Avenue
 Fort Washington, PA 19034

Re: Prudential
FINAL Subdivision Plan Review (Lots 1 – 5)
FINAL Land Development (Phase I - Lot 2, Building 2)
 UD98.015

Dear Members of the Board:

We have reviewed the above-captioned Subdivision and Land Development Plan set as prepared by Paulus, Sokolowski and Sartor, Inc., Warren, NJ. The plans were reviewed with regard to Chapter 212, the Upper Dublin Township Subdivision and Land Development Ordinance, Upper Dublin Township Engineering and Construction Standards and Improvements Procedures (ECSIP), and principles of currently accepted engineering practice.

Plans Submitted

<u>Drawing No.</u>	<u>Description</u>	<u>Date</u>	<u>Revision Date</u>
C1-1	Cover Sheet	01/14/99	7/12/00
C1-2	Zoning Data and General Notes	12/18/98	7/12/00
C1-2A	Key Map, Calculations & Waiver List	6/4/99	7/12/00
C1-3	Adjacent Property Owners	12/18/98	-
C1-4	Existing Conditions Plan	12/18/98	7/12/00
C1-4A	Existing Landscape Plan	12/5/98	7/12/00
C1-5	Alta Survey	10/05/98	-
C1-6	Record Plan – A	12/18/98	7/14/00
C1-7	Record Plan – B	12/18/98	7/14/00
C1-7A	Record Plan – C	12/18/98	7/12/00
C1-8	Overall Site Plan	12/18/98	7/12/00
C1-8A	Demolition & Removals Plan	6/4/99	9/14/99
C1-9	Site Plan 1A – Building I	12/18/98	7/12/00
C1-10	Site Plan 1B – Building I	12/18/98	7/12/00

<u>Drawing No.</u>	<u>Description</u>	<u>Date</u>	<u>Revision Date</u>
C1-11	Site Plan 1C – Building II	12/18/98	7/12/00
C1-12	Site Plan 1D – Building II	12/18/98	7/12/00
C1-13	Site Plan 1E – S.W. Parking Area	12/18/98	7/12/00
C1-14	Grading and Utility Plan 1A	12/18/98	7/12/00
C1-15	Grading and Utility Plan 1B	12/18/98	7/12/00
C1-16	Grading and Utility Plan 1C	12/18/98	7/12/00
C1-17	Grading and Utility Plan 1D	12/18/98	7/12/00
C1-18	Grading and Utility Plan 1E	12/18/98	7/12/00
C1-19	Landscape Plan 1A	12/18/98	7/12/00
C1-20	Landscape Plan 1B	12/18/98	7/12/00
C1-21	Landscape Plan 1C	12/18/98	7/12/00
C1-22	Landscape Plan 1D	12/18/98	7/12/00
C1-23	Landscape Plan 1E	12/18/98	7/12/00
C1-24	Lighting Distribution Plan 1A	12/18/98	7/12/00
C1-25	Lighting Distribution Plan 1B	12/18/98	7/12/00
C1-26A	Sediment Pollution and Erosion Control Plan 1A	12/18/98	7/12/00
C1-26B	Sediment Pollution and Erosion Control Plan 1B	12/18/98	7/12/00
C1-26C	Sediment Pollution and Erosion Control Plan 1C	12/18/98	7/12/00
C1-26D	Sediment Pollution and Erosion Control Plan 1D	12/18/98	7/12/00
C1-26E	Sediment Pollution and Erosion Control Plan 1E	12/18/98	7/12/00
C1-27	Land Banked Parking Structure Conceptual Plan	9/14/98	7/12/00
C1-27A	Detail Grading of Road Intersections	9/07/99	7/12/00
C1-28	Road Profiles – Rock Road	12/18/98	7/12/00
C1-28A	Road Profiles – Rock Road	12/18/98	7/12/00
C1-29	Road Profiles – Rock Road	12/18/98	7/12/00
C1-30	Road Profiles – Baumann Boulevard	12/18/98	7/12/00
C1-31	Road Profiles – Connector Roads A&B	12/18/98	7/12/00
C1-32	Site Details	12/18/98	7/12/00
C1-33	Site Details	12/18/98	7/12/00
C1-34	Utility Details	01/06/99	9/14/99
C1-35	Utility Details	01/14/99	7/12/00
C1-36	Utility Details	01/14/99	7/12/00
C1-37	Utility Details	01/14/99	7/12/00
C1-38	Soil Erosion and Sediment Control Details	01/14/99	7/12/00
C1-39	SCS Details/Plant List	01/14/99	7/12/00
C1-40	Outlet Structure Details	12/18/98	10/14/99
C1-40A	Outlet Structure Details	01/14/99	7/12/00
C1-41	Pedestrian Bridge Details		

<u>Drawing No.</u>	<u>Description</u>	<u>Date</u>	<u>Revision Date</u>
C1-42	Sanitary Pumping Station Details	01/14/99	7/12/00
C1-42A	Metering Chamber Manhole Detail	09/20/99	7/12/00
C1-43	Retaining Wall Elevations	01/14/99	7/12/00
C1-44	Storm Sewer Profiles	01/14/99	7/12/00
C1-45	Storm Sewer Profiles	01/14/99	7/12/00
C1-46	Storm Sewer Profiles	01/14/99	7/12/00
C1-47	Storm Sewer Profiles	1/14/99	7/12/00
C1-47A	Storm Sewer Profiles	1/14/99	7/12/00
C1-47B	Storm Sewer Profiles	01/14/99	7/12/00
C1-48	Sanitary Sewer Profiles	01/14/99	7/12/00
C1-49	Sanitary Sewer Profiles	01/14/99	7/12/00
C1-50	Sanitary Sewer Profiles	12/18/98	-
A1-1	Building I – Building Design	12/18/98	-
A1-2	Building II – Building Design		

Reports Included with this Submission

- Storm Water Management Plan – Prepared by Paulus, Sokolowski & Sartor, Inc. dated December 1998, last revised July 2000.
- Pump Station Design – prepared by Paulus, Sokolowski and Sartor, Inc., dated June 1999 last revised September 1999.

Off-site Highway Improvement Plans and Reports as prepared by McMahon Associates, Inc. – Welsh Road & Dreshertown Road.

<u>Drawing No.</u>	<u>Description</u>	<u>Date</u>	<u>Revision Date</u>
1 of 19	Cover Sheet	9/3/99	4/12/00
2 of 19	Index Plan	9/3/99	4/12/00
3 of 19	Plan and Profile	9/8/99	4/12/00
4 of 19	Plan and Profile	9/8/99	4/12/00
5 of 19	Plan and Profile	9/8/99	4/12/00
6 of 19	Grading Plan	9/3/99	4/12/00
7 of 19	Typical Sections	-	4/12/00
8 of 19	Cross Section	9/8/99	4/12/00
9 of 19	Cross Section	9/8/99	4/12/00
10 of 19	Cross Section	9/8/99	4/12/00
11 of 19	Cross Section	9/3/99	4/12/00
12 of 19	Miscellaneous Profiles	9/3/99	4/12/00
13 of 19	Construction Details	9/3/99	4/12/00
14 of 19	Construction Detail	9/3/99	4/12/00
15 of 19	Pavement Marking and Zoning Plan	9/8/99	4/12/00
16 of 19	Pavement Marking and Zoning Plan	9/8/99	4/12/00
17 of 19	Maintenance and Protection of Traffic	9/3/99	4/12/00
18 of 19	Maintenance and Protection of Traffic	9/3/99	4/12/00
19 of 19	Drainage Area Plan	9/8/99	4/12/00

Proposed Development

The applicant is proposing a five (5)-lot subdivision along Welsh Road between Dreshertown Road and the Pennsylvania Turnpike on a 190± acre site. It is our understanding the applicant is requesting **FINAL APPROVAL** for the five (5) lot Subdivision Plan and **FINAL APPROVAL** for Phase I – Lot 2 at this time. Development of Lot 2 will include the construction of three (3) stormwater management areas. Two (2)-wet ponds, located at the corners of the proposed intersections of Prudential Road and Welsh Road/Prudential Road/Connector Road B, and one (1) dry detention basin located at the rear of lot 1 adjacent to the Dublin Hunt Subdivision are proposed. Other improvements include the construction of Prudential Road to the Lot 2 (Phase I) ^{Prudential Curve} limit, the cutting/filling of the subgrade of Prudential Road to Dreshertown Road to for utility installation (i.e. sewer and water), and required offsite highway improvements (drainage, widening and signalization). Upon final approval, the applicant will enter into a Developers agreement and post escrows with the Township for Lot 2

and those improvements required to be constructed with or support lot 2. Public sewer and public water will serve Lot 2. The interior road is proposed as a private road.

Reference is hereby made to the Preliminary Approval Resolution #1708 containing additional conditions and requirements. Our comments are as follows:

All items identified in Preliminary Approval Resolution need to be addressed.

Zoning Ordinance

1. A Conditional Use was granted by the Board of Commissioners on 9/14/99 to permit construction within the Floodplain Conservation District. An extension to the Conditional Use Approval may be required, as a building permit or use and occupancy permit most likely won't be secured within 12 months of 9/14/99 (Z.O. 255-196).

Subdivision Ordinance

1. The applicant is requesting the following waivers from the Subdivision and Land Development Ordinance (S.O.) and the Township Storm/Water Management Ordinance (S.M.O.). These waivers were previously granted at Preliminary Plan Approval.
 - a. S.M.O.206-11.H – Request to eliminate requirements to provide a permanent access easement to the Storm Water Management facilities. A blanket easement is suggested.
 - b. S.M.O.206-36 D.(8) – Request to eliminate requirement to provide a low flow channel within Detention Basin No. 5. Detention basin number 5 is to function as a wetland and infiltration area.
 - c. S.M.O.206-36 D. (14) – Request to eliminate requirement to provide six (6") inches between the invert of inlet pipes (to basin/pond) and the basin floor/normal water elevation.
 - d. S.M.O.206-37.B (1) – Request to allow twelve (12") inch and fifteen (15") inch storm sewers in lieu of 18" diameter pipe. None of the smaller pipes are to be dedicated.
 - e. S.M.O.206-37.B (2) – Request to utilize less than 0.0050 Ft./Ft. as the pipe slope for storm sewer pipes. Minimum slope to be provided is 0.003 +/- . None of the pipes are to be dedicated.

- f. S.M.O.206-37B. (3) – Request to eliminate requirement to provide a two (2”) inch drop through storm structures. Minimum slope shall equal the pipe grade utilized.
 - g. S.M.O.206-37.B. (13) – Request to reduce the minimum cover requirement over storm sewers to less than two (2’) feet. Approximately one (1’) foot is provided in certain locations.
 - h. S.O.212-19 – Request to allow six (6”) inch curb reveal in lieu of the required 8” curb reveal.
 - i. S.O.212-23.A. – Request to allow excess topsoil to be removed from the site during the construction phase of the project. Topsoil available and required shall be analyzed at each phase. Add a note to the plan.
 - j. S.O.212-32F(7)(b) and (c) – Request to eliminate requirement for use of groundcover for slope stabilization for slopes 20% or greater and sod for slopes 10% or greater. Add a note to the plan that determination shall be made in the field by the Township Inspector.
 - k. S.O.212-33.B. – Request to eliminate the requirement of sanitary sewer, storm sewer or access easements on the subject property. A blanket easement is to be provided.
 - l. S.O.212-33.D. – Request to eliminate the requirement to provide a drainage easement along natural watercourses. A blanket easement may be required.
 - m. S.O.212-43.C. (2) – Request to eliminate the requirement to identify existing and proposed easements or rights-of-way for above or below grade utilities.
 - n. S.O.212-43.C. (3)(C) - Requested to eliminate the requirement to identify location, species and size of existing trees standing alone that are eight inches in diameter or greater. Multiple sampling areas were utilized to determine average density and counts.
2. Our office previously reviewed three sets of Highway Occupancy Plans as prepared by McMahon Associates (S.O.215-15.C). Additional plan sets have been received. Comments on the McMahon Plans will be addressed under separate cover.
3. An easement will be required for the pedestrian/bicycle walkway along Welsh Road and Dreshertown Road for all portions located outside the proposed right-of-way (S.O.212-33.B). A note on the plan indicates a blanket easement will be provided in the “master deed”.
4. The following statement needs to be added to the Record Plan sheets for each phase, “The Approved Improvement Construction Plans, a copy of which may be

inspected at the office of the Township Public Works Director, has been made a part of the approved final plan.”

5. Provide legal descriptions and construction cost estimates for review in accordance with our July 6, 2000 memo. The estimate needs to include the cost to construct and maintain erosion and sediment controls, landscaping, sidewalks, sanitary sewer, stormwater system, utilities, an access road to the turnpike and off site improvements. Costs for the highway and frontage improvements have been submitted by McMahon Associates and are under review.

Stormwater Management and Drainage

The overall stormwater management concept is acceptable as shown. Minor design and drainage comments should be addressed in accordance with comments from Schlosser & Clauss, Consulting Engineers dated August 18, 2000 as attached.

General

1. Final bus stop locations have been coordinated with SEPTA and the Transportation Management Association as identified on the plans. Provide documentation.
2. Provisions for maintenance and operation of the traffic signals and coordination will need to be addressed at time of implementation. We defer to Orth Rodgers review. Reference is made to item 17 of the Preliminary Approval Resolution.
3. In that proposed shared access easements, utilities and the stormwater management facilities all create some form of interdependency between the five lots, an overall maintenance plan and manual, schedule and responsibility has been prepared and submitted for all of the facilities, including infrastructure, storm water management systems, drainage systems and recreational facilities. This maintenance requirement should be noted on the plans for each phase, on the record/subdivision plans, and in any approval resolution.
4. The applicant's engineer has indicated sheet C1-2 will be submitted as sheet 4 of 4 of the Record Plan set. Signature block will need to be added to sheet C1-2.
5. Revise the roadway names within the cross section details (sheet 32).
6. Comments on the construction details will be forwarded to the applicant's engineer, under separate cover.

7. Roadway names need to be provided for the connector roads. Township retains the right to approve or reject those names.
8. Provide an easement for the proposed sanitary sewer metering station. Costs to construct should be incorporated into those to be escrowed.

Permits, Reviews and Approvals:

1. Upper Dublin Township Sewer Permits, Fees and Agreements.
2. Water Connection Agreements, fees and commitment letter.
3. Upper Dublin Township Public Works Department Review.
4. Upper Dublin Township Parks and Recreation Department Review.
5. Upper Dublin Township EPAB Review.
6. Upper Dublin Township PAAB Review.
7. Upper Dublin Township Shade Tree Commission Review and Approval.
8. Upper Dublin Township Traffic Engineer – Orth-Rogers.
9. Upper Dublin Township – Fire Marshall
10. Montgomery County Planning Commission Review.
11. Montgomery County Conservation District
 - a. Erosion and Sediment Control Plan Approval
 - b. NPDES Permit for earth disturbance
12. PADEP
 - a. Planning Modules
 - b. Sanitary Sewer Extension to site
 - c. General Permits (GP-3,4,5,7,8)
13. PADOT
 - a. Highway Occupancy Permit for widening, drainage and roadway improvements.

- b. Traffic Signal Permits (Horsham Township and Upper Moreland Township Co-Applicants)
14. PA Turnpike Commission
- a. Emergency Ramp Connection
 - b. Drainage Review
15. Delaware River Basin Commission – Permit/Approval for Water Supply relocation. No new wells are proposed.

Feel free to call should you have any questions regarding this review.

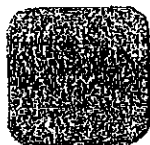
Sincerely,



Jeffrey A. Wert, P.E.
Upper Dublin Township Engineer

JAW:gjs

cc: Paul Leonard, Manager
Chuck Oyler, PE, Public Works Director
Richard Barton, Code Enforcement Official
Craig Pizer, Esq., Township Solicitor
Applicant, Selwyn P. Fraser, CCIM, Prudential Insurance, via fax #973-367-7301
Applicant's Engineer, Joseph J. Fleming, P.E., PS&S, via fax #732-560-9768
Applicant's Attorney, Michael Yanoff, Esquire, via fax #215-362-6722
Douglas A. Allen, SJP Properties, via fax #973-402-0073
Kenneth Heydt, P.E., Carroll Engineering Corporation
Montgomery County Planning Commission
Israel Milner, Environmental Protection Advisory Board
Charles Haering, Planning Agency Advisory Board
Peter Blood, Shade Tree Commission
Adrienne Eiss, Orth-Rodgers & Associates, Inc.



SCHLOSSER & CLAUSS

Consulting Engineers, Inc.

2951 ADVANCE LAKE
SUITE C
COLMAR, PENNSYLVANIA 18915
PHONE 215-822-0900
FAX 215-323-9578

5.99007.1

August 18, 2000

Metz Engineering
410 Derstine Ave
Lansdale, PA 19446

Attn: Jeff Wert

Re: Prudential Land Development
Drainage Review for
Application Phase I (Building #1 & Building #2) and
Application Phase II (Buildings #3, #4 & #5)

Dear Jeff:

The following are the storm water collection and management comments regarding the first phase of the Prudential application.

4. There are a few locations where water will be trapped by curb lines but are not provided with an inlet. The northern corner at the intersection of Connector Roads B and A and on the eastern side of Connector Road B, between Rock Drive (Road) and Connector Road A.
7. Drainage area plans should be revised such that calculations can be reviewed for the existing twin 18" storm sewer pipes running up stream and down stream of inlet #819.
9. The Connector Road from Welsh Road to Rytter Road needs to have its drainage areas modified to reflect the grading changes.
14. Inlets at Pond 6 (#633) should be separated by a five foot length of pipe. Connector Road A and Rock Drive West should be modified to insure flows from Rock Drive West get to DI 816 (or revise drainage pattern).
16. As grading and storm sewer have been revised since 9/99, the inlet drainage area plan should be updated and submitted for review (at 100 scale).
17. A few structures need to be updated either within the plans or within the calculations. Locations shall be noted directly to the designer engineer.
27. A minimum freeboard should be provided for each basin. We suggest 0.5 foot of freeboard from the 100 year high water elevation, to the emergency spillway elevation.
28. Fences may be required around the retention ponds where there is a permeant water surface, section 206-36-D.6. Perhaps a waiver should be requested.
40. Cover at inlets 528, 101B and 102 are, by manufacturers specifications, less than required for HDPE pipe.

SCHLOSSER & CLAUSS

Consulting Engineers, Inc.

2951 Advance Lane, Ste. C, Colmar, PA 18915

Phone 215-822-0900 Fax 215-822-9578 Email scce@arols.com

42. Tc's for hydrographs 1, 1B, 3A, 4A+4B, 5B, 6A, 7 and 8 seem too long. Some exceed Tc rates for redevelopment conditions, which is extremely unlikely. Please forward a 100 scale drawing of the drainage area plans with Tc paths noted (600 scale drawings do not permit review).
43. Hydrographs show 23 CFS discharging to the 18" pipe in Welsh Road. This is likely to have a tailwater effect on the Pond. McMann should forward calculations for the storm sewer system for review.

The following are the storm water collection and management comments regarding the second phase of the Prudential application.

4. There are a few locations where the plan information does not match the report. These locations will be forwarded directly to the design engineer.
15. Re-grading around the parking lots closest to Welsh Road and Dreshertown Road has created a low spot north of McMann's inlet #21. This area should be re-graded to provide a minimum slope of 2%.
28. Manhole #WM5 should be relocated so that the angle between pipes in and out is less than 90 degrees, and a drop of 0.2 feet should be provided through the manhole.
31. The grading around the outlet structure for retention Pond #4 should be revised to reflect 3:1 slopes as a maximum.
34. The storm sewer design for Dreshertown Road needs to be coordinated with McMann such that the storm water collection and management that is controlling the increase in impervious surface due to road widening, is included within this proposal.
37. Freeboard of 0.5' should be provided between 100 year water mark and the emergency spillway.
46. Grading needs to be revised at the Northeast and Northwest corners of Building III.
47. Drainage review of Welsh Road and Dreshertown Road was not able to be completed due to lack of information. Furthermore, McMann should coordinate with PSS on location of drainage structures.

Sincerely,
SCHLOSSER & CLAUSS Consulting Engineers, Inc. by



Andrew C. Schlosser, P.E.



Carroll Engineering Corporation

September 7, 2000

Paul A. Leonard, Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Dear Mr. Leonard:

Subject: Prudential Land Development - Building II

This office has reviewed the Preliminary and Final Subdivision and Land Development Plans for Building II within lands owned by Prudential Insurance Company of America. Plans addressing sewage collection for facilities for Building II are provided in two separate plan sets.

Plan Set one consists of sheets C1-1 through C1-50, and including C1-2A, C1-4A, C1-7A, C1-8A, C1-26A, C1-26B, C1-26C, C1-26D, C1-26E, C1-27A, C1-28A, C1-40A, C1-42A, C1-47A, C1-47B, A1-1, and A1-2. The above noted plans were last revised July 12, 2000, except for the following:

- Sheet C1-3 - dated December 18, 1998
- Sheet C1-4 - last revised August 25, 1999
- Sheet C1-4A - last revised June 4, 1999
- Sheet C1-5 - dated October 5, 1998
- Sheet C1-8A - dated September 14, 1999
- Sheet C1-35 - dated September 14, 1999
- Sheet A1-1 - dated December 18, 1999
- Sheet A1-2 - dated December 18, 1999

Plan Set two consists of sheets C2-1 through C2-43, and including C2-2A, C2-4A through F, C2-23A, A2-1, A2-2 and A2-3. The above noted plans were last revised July 12, 2000, except for the following:

- Sheet C2-3 - dated December 18, 1998
- Sheet C2-4 - last revised August 25, 1999
- Sheet C2-4A - last revised June 4, 1999
- Sheet C2-4B - dated October 5, 1998
- Sheet C2-4F - last revised September 14, 1999
- Sheet C2-29 - last revised September 14, 1999
- Sheet C2-30 - dated September 14, 1999
- Sheet A2-1 - last revised June 4, 1999
- Sheet A2-2 - dated December 18, 1998
- Sheet A2-3 - last revised June 4, 1999

Today's Commitment To Tomorrow's Challenges

These plan sets were prepared by Paulus, Sokolowski and Sartor, Inc., for Prudential Insurance Company of America.

The proposed land development is at the corner of Welsh and Dreshertown Roads. The overall project proposes construction of five new office buildings for a total of 1,086,000 square feet of gross floor area. There are five proposed new lots involved in this land development, all of which are located in the "OC-Office Center" zoning district. One new office building is proposed on each lot with Lot 1 also containing the existing Prudential Office Building. This review pertains to sanitary sewer facilities serving that part of the land development consisting of Lot 2, which contains proposed Office Building II.

General Comments

Our comments are as follows:

1. We understand the Township and Prudential are currently negotiating an agreement regarding wastewater treatment capacity at the Upper Dublin WWTP. The agreement should stipulate that wastewater flows generated by this development be reviewed on an annual basis based on the readings from the flow metering chamber. If the flows exceed the proposed/purchased treatment capacity, additional EDU's must be purchased.
2. Dreshertown Road between Welsh Road and Limekiln Pike is a State roadway. Therefore, permit(s) are necessary for road openings and utility installations proposed within the right-of-way. The applicant's engineer has indicated that copies of PennDOT permits will be forwarded by the applicant to the Township upon receipt.
3. The design engineer has indicated in the planning module submission for this land development that all components of this wastewater collection system are to be owned and maintained by the applicant, with the exception of the segment of sewer within the right-of-way of Dreshertown Road and the flow-metering chamber, which are to be owned and maintained by the Township. Therefore, with respect to the metering chamber and dry pit chamber, a utility easement should be shown on the plans, the legal description for which should be submitted to the Township engineer for review.

Plan Set 1 Comments

1. Sheet C1-17
 - a. The modification of the proposed sewer system layout has now created a change in flow direction between sanitary Manholes 102, 103 and 104 that is acute (less than 90° internal angle). The turning angle should be modified by shifting sanitary Manhole 103 as necessary to remove this condition. The sanitary sewer profile on Sheet C1-48 should be modified accordingly.

- b. Concrete encasements on the two proposed water mains shown on Sheet C1-49 should be added to the Grading and Utility Plans for the sanitary sewer between Manholes 105 and 106.
- c. The invert OUT from Manhole 105 should be adjusted to 299.40 in order to provide the necessary drop across the manhole. The pipe slope from Manhole 105 to Manhole 106 should be modified accordingly to 1.65%.

2. Sheet C1-37 - Utility Details

- a. Placement of the doghouse Manhole 112 precast concrete base section over the existing sewer pipe requires that the bottom of the base section wall be notched so it can be lowered onto the base slab that is poured in place beneath the pipe. Indicate dimensions and depth of notch out for doghouse manhole.
- b. Reinforcing steel details should be provided for the base section of the doghouse manhole.
- c. Indicate the method proposed for sealing the existing sanitary pipe to the doghouse manhole base section wall notch.
- d. Indicate the location of cleanouts for each building on the grading and utility plans as applicable.
- e. The profile for the pipe between the "Metering Manhole with Palmer Bowlus Flume" and doghouse Manhole 112 in Dreshertown Road, indicates a drop connection at the doghouse manhole. Based on the profile, the pipe invert at the doghouse manhole before drop should be 259.8. However, on the detail, the invert, after the drop, is shown at 259.8, with the existing sewer invert at 256.61. The drop connection should be shown on both this detail and on the profile from 259.8 down to 257.3[±]

3. Sheet C1-42a

- a. The dry pit chamber access design should be modified to be similar to the access to the metering manhole (i.e., straight wall top section extended 8" above grade with 30" square Bilco access hatch). In addition, the finished grade at the dry pit should be noted at 276.0 to be consistent with Drawing C2-14.
- b. Provide for interior sloped floor within the dry pit chamber to enhance drainage toward the discharge pipe.

- c. The note for an electrical enclosure on the plan view of the "Metering Manhole with Palmer Bowlus Flume" should be removed, since the enclosure has been relocated to the dry pit chamber.
- d. Note 1 for the "Metering Manhole with Palmer Bowlus Flume" indicates power and telephone shall be obtained from the nearest utility pole in Dreshertown Road. However, the utility plans indicate power and electric to be supplied by an underground conduit within the development. This inconsistency should be corrected.
- e. The Bilco door over the "Metering Manhole with Palmer Bowlus Flume" should be oriented on the drawing and dimensioned to verify access to interior steps. Presently the steps appear inaccessible.
- f. Verify that all Bilco access doors are lockable.

4. Sheet C1-48

- a. The profile should reference the corresponding Grading and Utility Plan with match lines and plan sheet references. In the case of the sanitary manhole run between a point upstream of Manhole 103 to Manhole 105, the profile should reference not only this plan set (Sheet C1-17), but also the plan set for Buildings III, IV and V (Sheet C2-10). The plan number appears to have been omitted. The same should be revised for the sanitary sewer run between a point upstream of Manhole 103 to Manhole 102.
- b. The invert-out elevation for Manhole 105 should be adjusted. See Note c under comments for Sheet C1-17.
- c. The invert-out elevation for Manhole 102 must be consistent on various profile and plan notes. The noted invert elevation varies between the profile for the force main (312.4) and that shown for the gravity sewer from Manhole 102 to Manhole 103 (311.5).
- d. Clarify the invert-out elevation of Building II. The value given is different than that shown on Sheet C1-16.
- e. A utility crossing at Station 3+35, between Manholes 103 and 104, is missing from the profile.
- f. Clarify the utility crossing shown at Station 6+65, between Manholes 104 and 105. This utility crossing is not shown on the plan view on Sheet C1-17.

Paul A. Leonard, Township Manager

Page 5

September 7, 2000

- g. The 18" HDPE pipe between Manhole 103 and Manhole 104 is incorrectly stationed. Stationing should be corrected and the invert recalculated.
- h. The 15" storm pipe invert at station 8+45 between Manhole 104 and 105 is incorrectly labeled. Labeling should be corrected and the profile modified as necessary.
- i. We recommend the design incorporate a PVC manhole liner for manhole 102. Since this is the first manhole in line from the pump station serving Building I, it may be exposed to occasional high concentrations of hydrogen sulfide gas in the sewage since the pump station will operate very infrequently during evening hours. This sewage could be corrosive and lead to a more rapid deterioration of the manhole. A PVC liner will counteract this problem and provide a longer life-cycle for the manhole. If agreeable to the design engineer, add a note to this sheet specifying same.

5. Sheet C1-49

- a. Labeling for Manhole 105 inverts does not match other sheets and should be corrected accordingly. The slope of the pipe from Manhole 105 to Manhole 106 should be modified as well in order to be consistent with corrections noted under comment c for Sheet C1-17 and comment b for Sheet C1-48.

6. Sheet C1-50

- a. Provide the invert of the flow metering chamber on the profile.

7. Overall Grading and Utility Plan

- a. Verify that manhole inverts and piping data are consistent with the changes made to these plans.

8. Sheet C1-50

- a. Provide the invert of the flow metering chamber on the profile.

9. Overall Grading and Utility Plan

- a. Verify that manhole inverts and piping data are consistent with the changes made to these plans.

Plan Set 2 Comments

1. Sheet C2-10
 - a. Manhole invert elevations and pipe slopes between Manhole 103 and Manhole 105 are not consistent with information provided in the plan set for Buildings I and II (Sheet C1-17). This sheet should be modified to be consistent with other plan sheets.
 - b. A note should be added to this sheet referencing the sanitary profiles as being provided separately in with the plan set for Buildings I and II on Sheets C1-48 and C1-49.
 - c. Concrete encasements shown on sanitary sewer profile sheets C1-48 and C1-49 should be added to this plan sheet.
 - d. Rim and invert information for Manhole 108 are missing from this sheet and should be added.

2. Sheet C2-13
 - a. Manhole invert elevations for Manhole 105 are not consistent with other sheets within the plans for Buildings I and II (Sheets C1-17, C1-48, C1-49). Invert elevations should be corrected accordingly on this sheet, Sheet C2-10 and on Sheet C2-43.

3. Sheet C2-14 - Grading and Utility Plan 2E
 - a. The concrete encasements shown on Sheet C1-49 and C1-50 within the plan set for Buildings I and II should be added to this plan sheet.
 - b. A note should be added to this sheet referencing the sanitary profile as being provided separately with the plan set for Buildings I and II on Sheets C1-49 and C1-50.

3. Sheet C2-31 - Utility Details
 - a. Placement of doghouse manhole 112 precast concrete base section over the existing sewer pipe requires that the bottom of the base section wall be notched so it can be lowered onto the base slab that is poured-in-place beneath the pipe. Indicate dimensions and depth of notch out for the doghouse manhole.
 - b. Reinforcing steel details should be provided for the base section of the doghouse manhole.
 - c. Indicate the method proposed for sealing the existing sanitary pipe to the doghouse manhole wall notch.

Paul A. Leonard, Township Manager

Page 7

September 7, 2000

- d. Indicate the location of cleanouts for each building on the grading and utility plans as applicable.
- e. The profile for the pipe between the "Metering Manhole with Palmer Bowlus Flume" and doghouse manhole 112 in Dreshertown Road, indicates a drop connection at the doghouse manhole. Based on the profile, the pipe invert at the doghouse manhole before drop should be 259.8. However, on the detail, the invert after the drop is shown at 259.8, with the existing sewer invert at 256.61. The drop connection should be shown on both this detail and on the profile from 259.8 down to 257.3±.

4. Sheet C2-43

- a. Please clarify the invert IN for Manhole 105. The value given on the profile differs from that provided on Sheet C2-13.
- b. The invert IN for Manhole 110 should be corrected to be consistent with Sheet C2-14 and C1-50 (invert IN from Manhole 109 should be 274.97).


5. Overall Grading and Utility Plan

- a. Verify that manhole inverts and piping data are consistent with changes made to these plans.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION


for
Kenneth E. Heydt, P.E.
Executive Vice President

LPB/KEH:jd

cc: Charles F. Oyler, Public Works Director, UDT
Richard Barton, Code Enforcement Officer, UDT
Craig Pizer, Esquire, High, Swartz, Roberts & Seidel
Jeffrey Wert, P.E., Metz Engineers
Joseph J. Fleming, P.E., Paulus, Sokolowski & Sartor, Inc.
Michael Yanoff, Esquire, Dischell, Bartle, Yanoff, Dooley

UPPER DUBLIN TOWNSHIP
RESOLUTION
NO. 1754

WHEREAS, a portion of the sanitary sewer waste generated in Upper Dublin Township is conveyed by a public sanitary sewer system to a treatment facility operated by the Borough of Ambler; and

WHEREAS, the Borough of Ambler has requested the Township to recognize the Ambler Jointure Industrial Pretreatment Program dated October 1985, as amended; and

WHEREAS, it is in the best interest of the health, safety, and welfare of Upper Dublin Township that the sanitary sewer waste generated in Upper Dublin Township and flowing to the Borough of Ambler comply with the Ambler Jointure Industrial Pretreatment Program.

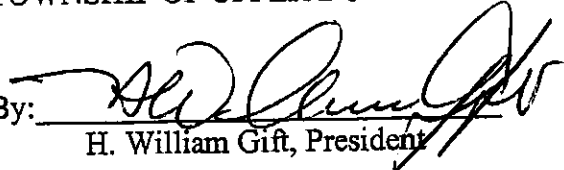
NOW, THEREFORE, it is hereby resolved as follows:

1. The Township of Upper Dublin hereby recognizes that a portion of the sanitary sewer waste generated in the Township of Upper Dublin flows through a public sanitary sewer system into the Borough of Ambler, where it is treated by the Ambler Borough Wastewater Treatment Plant.
2. The Borough of Ambler has adopted the Ambler Jointure Industrial Pretreatment Program dated October 1985, as amended, a copy of which is attached hereto as Exhibit "A".
3. The Borough of Ambler has further amended the Ambler Jointure Industrial Pretreatment Program, amending the local limits for certain toxic pollutants as set forth in Exhibit "B" attached hereto.
4. The Township of Upper Dublin hereby requires all sanitary sewer waste which is generated in the Township of Upper Dublin and conveyed into the Borough of Ambler to comply


with the regulations set forth in the Ambler Jointure Industrial Pretreatment Program where said Program is more stringent than the standards set forth in the Township Sewer Code, Chapter 192.

Resolved by the Board of Commissioners of the Township of Upper Dublin on this 12th day of SEPT., 2000.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

Attest:


Paul A. Leonard, Secretary

g:\ud\proj\Ambler\resolution re regulations

A Copy of the Ambler Jointure
Industrial Pretreatment Program
is available in Township Manager's Office.

EXHIBIT "A"

AMBLER JOINTURE INDUSTRIAL PRETREATMENT PROGRAM AMENDMENTS

FEBRUARY, 2000

<u>Toxic Pollutant</u>	<u>Limit (mg/L)</u>
Arsenic	0.75
Cadmium	0.08
Chromium	6.01
Chromium, Hexavalent	0.19
Copper	0.52
Cyanide	0.36
Lead	0.13
Mercury	0.02
Molybdenum	0.21
Nickel	0.46
Phenolics	3.59
Selenium	0.70
Silver	0.26
Zinc	1.40

Exhibit "B"

FEDERAL PROGRAM NAME: State and Community Highway
Safety Program (#20.600)

Commonwealth of Pennsylvania
DEPARTMENT OF
TRANSPORTATION

405
HIGHWAY SAFETY
PROJECT GRANT

FOR ADMINISTRATIVE USE
Project No.: J2 01-14-1
Date Approved: _____
H.S.P.: J2 01-20-1
Funds Obligated: \$5,000.00

1. TYPE Initial 2. PROJECT TITLE: Municipal Seat Belt and Child Restraint Education and Enforcement Program

3. GRANTEE:

(a) Governmental Unit (Name, address, county and zip)

Township of Upper Dublin
801 Loch Aish Avenue
Fort Washington, PA 19034
(Montgomery County)

Attn:

(b) Federal I.D. #: 23-6003042

4. The Grant shall be effective from _____, 2000, through _____, 20____. The grant is not valid or enforceable until signed by the Deputy Secretary, the Office of Chief Counsel, and the Comptroller's Office. The grant shall be in the total amount of \$5,000.00. This shall be comprised of \$5,000.00 Federal funds and matching funds of \$ -0-. Federal funds could be subject to change based on actual eligible expenditures incurred during the grant period and matching funds could be subject to change based on actual expenditures of the grant. These funds shall be disbursed on an approved cost incurred basis as indicated in the Conditions of Grant.
5. DESCRIPTION OF PROJECT:
Increase occupant protection use through enforcement, education, training, and public information and education efforts.

The project proposal, marked as Exhibit A attached and made a part hereof, more fully describes the scope and terms of the proposal.
6. The grant is entered into between the above grantee and the Commonwealth of Pennsylvania, Department of Transportation. Grantee agrees to the Conditions of Grant Agreement, which are marked as Exhibit B attached and made a part hereof. The Federal Audit Clause, marked Exhibit C; Federal Non-discrimination Clause, marked Exhibit D; Non-discrimination/Sexual Harassment Clause, marked Exhibit E; Contractor Integrity Provision, marked Exhibit F; are attached and made conditions of this grant.
7. The Department may terminate this agreement as provided in the Conditions of the Grant Agreement attached hereto. The Grantee agrees to comply with all applicable laws and regulations of the Commonwealth and Federal Government in carrying out this agreement. The Grantee shall be paid for work completed which conforms to the conditions of the grant.
8. The Grantee agrees to be bound by the provisions of Administrative Agency procedure as found in Volume 1, Pennsylvania Code Chapters 31, 33, and 35 when bringing any claim against the Commonwealth arising from this Grant Agreement by the filing of said claim with the Administrative Docket Clerk, 9th Floor, Forum Place.

9. The Grantee shall indemnify, shall be harmless and defend (if requested), the Commonwealth of Pennsylvania, Department of Transportation, its officers, agents and employees, from all suits, actions or claims of any character, name or description brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from the grantee and/or grantee's consultants, contractors, officers, agents and employees as a result of the issuance and performance of this grant whether the same be due or on account of any act, omission, neglect or misconduct of said grantee and or grantee's consultants, contractors, officers, agents and employees during the performance of said grant or any other cause whatsoever.


10. This grant and attachments constitute the entire agreement between the parties.


11. FUND IDENTIFICATION (STATE AND FEDERAL FUNDS ONLY):

The funding for this contract/agreement is 100 % Federal and -0- % State awarded from the State and Community Highway Safety Program and listed in the Catalog of Federal Domestic Assistance, Item Number 20.600, Federal Grant Number J2 01-14-1 and from State Program Number 261. This clause does not apply to any local political subdivision grant funding match.

IN WITNESS WHEREOF, the parties have entered into this grant the date and year first above written.

ATTEST (Grantee)


Title: _____ DATE 10/10/00

GRANTEE
BY 
Title: _____ DATE 10/10/00

DO NOT WRITE BELOW THIS LINE -- FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary DATE

APPROVED AS TO LEGALITY AND FORM

BY _____
For Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
Signature DATE

Comptroller
Title _____

RESOLUTION NO. 1756

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2001.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2001 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 2001 budget was advertised as required by law and presented at public workshops on November 8, 2000, and on November 14, 2000, and,

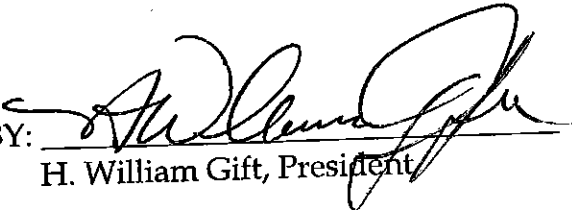
WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 22, 2000, December 5, 2000, and December 6, 2000, and,


WHEREAS, the proposed budget as amended will take effect on January 1, 2001;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibits, for fiscal year 2001.

ADOPTED this 12th day of December 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST: 
Paul A. Leonard, Secretary

RESOLUTION NO. 1757

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR TWO STORM SEWER CULVERT EASEMENTS,
STORM AND SANITARY SEWER EASEMENTS, PUBLIC ACCESS EASEMENTS,
SUSQUEHANNA ROAD RIGHT-OF-WAY, AND TWO PUBLIC STREETS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"DRESHERBROOKE RESIDENTIAL COMMUNITY"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Susquehanna Road Associates, Inc. (hereinafter "Grantor") Deeds of Dedication for storm sewer culvert easements more fully described in Exhibits "A" and "B" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for Storm Sewer, Sanitary Sewer and Public Access, more fully described in Exhibits "C" through "J" attached hereto; and

- C Storm and Sanitary Sewer and Public Access Easement "C"
- D Storm Sewer and Public Access Easement "D"
- E Public Access Easement "D-1"
- F Sanitary Sewer and Public Access Easement "E"
- G Public Access Easement "E-1"
- H Storm Sewer and Public Access Easement "F"
- I Combination Storm and Sanitary Sewer Easement "H"
- J Sanitary Sewer Easement "W"

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for a Susquehanna Road Right-of-Way, more fully described in Exhibit "K" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication public streets known as "Brookdale Court" and "Green Valley Circle," more fully described in Exhibits "L" and "M" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Storm Sewers, Sanitary Sewers and other improvements, which Subdivision Plan was prepared by Boucher and James, Inc., with Plan No. 88-10-488T, dated December 28, 1990, with last revision dated September 3, 1997, with Improvement Construction Plans; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township of Upper Dublin on November 12, 1991, and a revised plan was recorded on September 15, 1997, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A-57, page 188 (hereinafter the "Recorded Plans"); and

WHEREAS, Grantor has heretofore improved the Street, Storm Sewers and Sanitary Sewers 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, Storm Sewers, Sanitary Sewers and Public Access Easements and Right-of-Way 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 Storm Sewers, Sanitary Sewers, Public Access, Right-of-Way, and Streets, more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated August 31, 1995, Addendum dated November 15, 1995, and Second Addendum dated July 25, 1996, covering the cost of the required improvements and professional fees;
- B. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

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

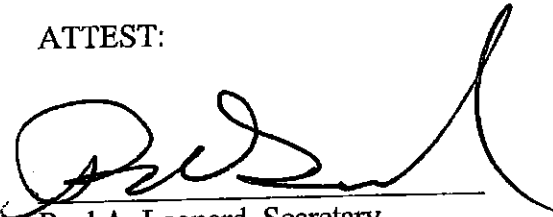
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

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 12th day of DEC, 2000.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

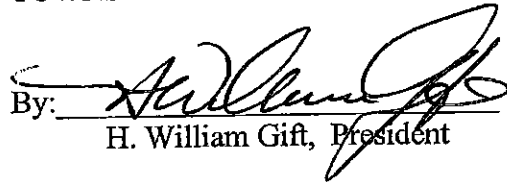
By: 
H. William Gift, President

EXHIBIT "A"

December 22, 1998

Culvert Easement "A"
on Lot #42 and Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN culvert easement for Upper Dublin Township on and through Lot #42 and Open Space Land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a monument, a point of street corner curvature on the Westerly side of Green Valley Circle (50 feet wide) which corner arc turns into the outer perimeter of the terminal elliptical turnaround (40 feet wide) of said Green Valley Circle;

Thence, from said beginning point, and extending along the Westerly side of Green Valley Circle (50 feet wide), the following two (2) courses: (1) South $04^{\circ} 10' 56''$ East, 87.00 feet to a point; (2) by the arc of a circle curving to the right in a Southwesterly direction, having a radius of 150.0 feet, an arc distance of 19.97 feet to a point;

Thence, extending on and through said Lot #42 and Open Space Land the following three (3) courses: (1) North $86^{\circ} 33' 19''$ West, 13.69 feet; (2) North $23^{\circ} 32' 13''$ West, 131.69 feet; (3) North $33^{\circ} 45' 42''$ East, 10.81 feet to a point on the Westerly outer perimeter of the Green Valley Circle (40 feet wide at this location) terminal elliptical turnaround;

Thence, extending along the Westerly outer perimeter of said Green Valley Circle elliptical turnaround, by the arc of a circle curving to the left in a Southeasterly direction, having a radius of 60.00 feet, an arc distance of 39.73 feet to a corner point of reverse curvature;

Thence, extending by the arc of a circle curving to the right in a Southerly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangent on the Westerly side of Green Valley Circle (50 feet wide), the aforesaid point and place of beginning.

EXHIBIT "B"December 22, 1998
Revised May 4, 2000**Culvert Easement "B"
on Lot #20 and Lot #21
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN culvert easement for Upper Dublin Township on and through Lots #20 and #21 of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a monument, a point of street corner curvature on the Easterly side of Green Valley Circle (50 feet wide) which corner arc turns into the outer perimeter of the terminal elliptical turnaround (40 feet wide) of said Green Valley Circle;

Thence, extending by the arc of a circle curving to the right in an Easterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangent;

Thence, extending along the Southerly (outer) side of the terminal elliptical turnaround of Green Valley Circle (40 feet wide), the following two (2) courses: (1) North 85° 49' 04" East, 20.00 feet to a point of curvature; (2) extending by the arc of a circle curving to the left in a Northerly direction, having a radius of 60.00 feet, an arc distance of 27.06 feet to a point;

Thence, extending on and through said Lots #21 and #20 the following three (3) courses: (1) South 30° 01' 36" East, 10.66 feet; (2) South 26° 14' 10" West, 104.84 feet; (3) South 85° 49' 04" West, 12.72 feet to a point on the Easterly side of Green Valley Circle (50 feet wide) aforesaid;

Thence, extending along the Easterly side of said Green Valley Circle, North 04° 10' 56" West, 79.00 feet to a monument a point of street corner curvature, being the aforesaid point and place of beginning.

EXHIBIT "C"

December 22, 1998

**Combination Storm and Sanitary Sewer and
Public Access Easement "C"
Lots #36, #37, Open Space, Lots #35 & #34
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN thirty (30) feet wide combination Storm and Sanitary Sewer and Public Access Easement for Upper Dublin Township on and through Lots #35 and #36 and Open Space Land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point on the Northwesterly (outer) side of the terminal ellipse of Green Valley Circle (40 feet wide at this location), a common corner of Lots #35 and #36 of said tract and plan;

Thence, from said beginning point, and extending along said side of Green Valley Circle ellipse by the arc of a circle curving to the left in a Southwesterly direction having a radius of 60.00 feet, an arc distance of 15.16 feet to a point thereon in line of Lot #37;

Thence, extending on and through said Lots #37 and #36, Open Space Land, and Lots #35 and 34, the following three (3) courses: (1) North 49° 32' 14" West, 125.36 feet; (2) North 46° 56' 44" East, 30.19 feet; (3) South 49° 32' 14" East, 121.95 feet to a point on the Northwesterly side of green Valley Circle ellipse aforesaid;

Thence, extending along said side of green Valley Circle ellipse, by the arc of a circle curving to the left in a Southwesterly direction, having a radius of 60.00 feet, an arc distance of 15.16 feet to the point and place of beginning.

EXHIBIT "D"

May 4, 2000

**Combination Storm Sewer and Public Access
Easement "D" in Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN irregular twenty (20) feet and thirty (30) feet wide combination Storm Sewer and public Access Easement for Upper Dublin Township on open Space Land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at an interior Open Space land point, a common easements corner of this Easement "D" and of Public Access Easement "D-1", the following two (2) courses from a tract Northerly boundary corner monument, being a common property corner with land now or late of Consolidated Rail Corp. and land of Upper Dublin Township: (1) along the line dividing the Dresherbrooke Residential Community land from said Consolidated Rail Corp. land by the arc of a circle curving to the right in a Westerly direction, having an radius of 8654.40 feet, an arc distance of 244.26 feet; (2) on tract Open Space land by the Westerly side of Easement "D-1", South 04° 10' 56" East, 26.49 feet to said beginning point;

Thence, from the said beginning point, and extending on and through said Open Space land the following six (6) courses: (1) South 49° 32' 14" East, 21.58 feet along aforesaid Easement "D-1"; (2) South 46° 56' 44" West, 30.19 feet along a combination storm and sanitary sewer and public access Easement "C"; (3) North 49° 32' 14" West, 5.92 feet; (4) South 56° 22' 11" West, 144.32 feet; (5) North 33° 37' 49" West, 20.00 feet; (6) North 56° 22' 11" East, 169.81 feet to the point and place of beginning.

EXHIBIT "E"

December 22, 1998

Public Access Easement "D-1"
Lot #29 through Lot #35 and Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN public access easement for Upper Dublin Township on and through Lots #29 through #35 and Open Space land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a tract boundary corner monument, being a common corner with Lands of Consolidated Rail Corp., and Upper Dublin Township and being the Northwestern common corner of Lots No. 29 and No. 30 of said tract and plan;

Thence, extending along the Lands of Upper Dublin Township, South $50^{\circ} 46' 49''$ East, 21.95 feet to a point;

Thence, extending on and through said Lots No. 29 to No. 35 and Open Space by the arc of a circle curving to the right in a Westerly direction, having a radius of 8674.40 feet, an arc distance of 239.36 feet to a point;

Thence, extending on and through said Open Space the following three (3) courses: (1) South $04^{\circ} 10' 56''$ East, 32.41 feet, (2) North $49^{\circ} 32' 14''$ West, 28.11 feet along the Northeasterly side of a combination storm and sanitary sewer and public access easement "C"; (3) North $04^{\circ} 10' 56''$ West, 26.49 feet to a point on the tract boundary line adjacent to lands of Consolidated Rail Corp.;

Thence, extending along said Lands of Consolidated Rail Corp., by the arc of a circle curving to the left in an Easterly direction, having a radius of 8654.40 feet, an arc distance of 244.26 feet to a boundary corner monument, being the aforesaid point and place of beginning.



CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT "F"

December 16, 1998
Revised May 4, 2000

**Sanitary Sewer and Public Access Easement "E"
Lot #60, Open Space and Lot #36
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN twenty (20) feet wide sanitary sewer and public access easement for Upper Dublin Township on and through Lot #60, Open Space Land, and Lot #36 of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point on the Northeast side of Susquehanna Road (PA. SR 2017 as widened to 40 feet from the centerline thereof along said tract), in line of Open Space land in said tract, South 50° 13' 22" East, 24.12 feet along said road side line from a corner monument thereon, a boundary corner of said tract in line of land now or late of Consolidated Rail Corp.;

Thence, from said beginning point, and extending on and through Open Space land and Lot #36 of said tract, by the Northwesterly side of the herein-described easement, the following four (4) courses: (1) North 53° 10' 38" East, 35.76 feet; (2) North 77° 29' 45" East, 469.57 feet; (3) North 62° 59' 51" East, 139.49 feet; (4) North 46° 56' 44" East, 172.87 feet to a point in line of the Southwest side of a 30 feet wide combination Storm and Sanitary Sewer and Public Access easement;

Thence, extending along the same, through said Open Space land, South 49° 32' 14" East, 20.13 feet to a point;

Thence, by the Southeasterly side of the herein-described easement, extending on and through said Open Space land, Lot #36, and Lot #60, the following eight (8) courses: (1) South 46° 56' 44" West, 177.96 feet; (2) South 62° 59' 51" West, 144.85 feet; (3) South 77° 29' 45" West, 195.01 feet; (4) South 20° 58' 46" East, 26.04 feet to a point on the Westerly perimeter right-of-way of Brookdale Court cul-de-sac; (5) along said cul-de-sac perimeter, by the arc of a circle curving to the left in a Southerly direction, and arc distance of 21.27 feet; (6) leaving the cul-de-sac perimeter, North 20° 58' 46" West, 35.83 feet; (7) South 77° 29' 45" West, 252.58 feet; (8) South 53° 10' 38" West, 26.69 feet to a point on the Northeast side of Susquehanna Road, aforesaid;

Thence, extending along the said Road side line, North 50° 13' 22" West, 20.56 feet to the point and place of beginning.

EXHIBIT "G"

December 22, 1998

Public Access Easement "E-1"
Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN public access easement for Upper Dublin Township on and through Open Space land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at an interior tract boundary line point adjoining lands of Consolidated Rail Corp, said point being the following two (2) courses from a monument on Susquehanna Road (as widened to 40 feet from the centerline); (1) North 63° 57' 41" East, 233.23 feet; (2) North 65° 49' 11" East, 40.00 feet;

Thence, from said beginning point, extending along the lands of Consolidated Rail Corp., North 65° 49' 11" East, 20.03 feet, to a point;

Thence, extending on and through Open Space land of said tract, the following three (3) courses: (1) South 21° 00' 00" East, 72.42 feet, (2) South 77° 29' 45" West, 20.22 feet along the Northwesterly side of a combination sanitary sewer and public access easement "E"; (3) North 21° 00' 00" West, 68.33 feet to a point on adjoining Lands of Consolidated Rail Corp., being the aforesaid point and place of beginning.

EXHIBIT "H"

December 22, 1998

Storm Sewer and Public Access Easement "F"
Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN storm sewer and public access easement for Upper Dublin Township on and through Open Space land of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point on the perimeter right-of-way of the Brookdale Court cul-de-sac (52.50 feet radius), said point being located by the arc of a circle curving to the right in an Easterly direction, having a radius of 52.50 feet, an arc distance of 21.27 feet from a common corner of Lot #60 and Open Space land;

Thence, extending on and through Open Space the following three (3) courses: (1) North 28° 57' 23" East, 124.24 feet; (2) South 61° 02' 37" East, 20.00 feet; (3) South 28° 57' 23" West, 106.54 feet to a point on the aforesaid right-of-way of the Brookdale Court cul-de-sac;

Thence, extending along Brookdale Court right-of-way by the arc of a circle curving to the left in a Southerly direction, having a radius of 52.50 feet, an arc distance of 27.00 feet, to a point thereon, the aforesaid point and place of beginning.

EXHIBIT "I"

December 22, 1998

Combination Storm and Sanitary Sewer Easement "H"
Green Valley Circle Open Space
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN available width storm and sanitary sewer easement for Upper Dublin Township on and through open space land contained within the terminal ellipse of Green Valley Circle of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point of curvature on the Southerly inner side, adjoining an enclosed open space island within, of the terminal ellipse of Green Valley Circle (40 feet wide at this location) at the Westerly end of said ellipse;

Thence, from said beginning point, and extending along the inner side of said Green Valley Circle ellipse, by the arc of a circle curving to the right in a Northerly direction, having a radius of 20.00 feet, an arc distance of 57.60 feet to a point thereon;

Thence, extending on and through said open space island, South 39° 40' 15" East, 48.29 feet to a point on the aforesaid Southerly inner side of said Green Valley Circle ellipse;

Thence, extending along said ellipse side, South 85° 49' 04" West, 22.86 feet to the aforesaid point of curvature thereon, the point and place of beginning.

EXHIBIT "J"

December 22, 1998

Sanitary Sewer Easement "W"
Lots #60 Through #76
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA

ALL THAT CERTAIN twenty (20) feet wide sanitary sewer easement for Upper Dublin Township on and through Lots #60 through #76 of Dresherbrooke Residential Community situate in Upper Dublin Township, Montgomery County, PA, as shown on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point on the Northeast side of Susquehanna Road (PA. SR 2017 as widened to 40 feet from the center line there of along said tract) at the terminus of a street corner arc curving Westwardly from a point of curvature on the Northwest side of Green Valley Circle (72 feet wide), and in line of Lot No. 76 of said tract and plan;

Thence, from said beginning point, and extending along the said Northeast side of Susquehanna Road, North 50° 13' 22" West, 645.27 feet to a point thereon in line of Lot No. 60 of said tract and plan;

Thence, extending on and through said Lot No. 60 by the Southerly side of an abutting 20 feet wide sanitary sewer and public access easement the following two (2) courses: (1) North 53° 10' 38" East, 26.69 feet; (2) North 77° 29' 45" East, 20.00 feet, to a point;

Thence, continuing on and through said Lot No. 60, South 12° 30' 15" East, 35.60 feet to an angle point in line of Lot No. 61 of said tract and plan;

Thence, extending on and through Lots No. 61 through No. 76, South 50° 13' 22" East, 623.21 feet to a point on the aforesaid street corner arc connecting the Northwest side of Green Valley Circle with the Northeast side of Susquehanna Road;

Thence, extending by the arc of a circle curving to the right in a Westerly direction, having a radius of 25.00 feet, an arc distance of 34.24 feet to a point of tangent on the Northeast side of Susquehanna Road, the aforesaid point and place of beginning.

December 22, 1998

EXHIBIT "K"

**Road Right-of-Way Dedication
Susquehanna Road
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN parcel or strip of land situate in Upper Dublin Township, Montgomery County, PA, being shown as a segment of the Northeasterly side half of Susquehanna Road (PA SR 2017) on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a concrete monument, a point on the required Northeasterly side right-of-way line of Susquehanna Road (PA. SR 2017) as widened to 40 feet from the centerline thereof along said tract, said beginning point being a boundary corner of said tract in line of adjoining land now or late of Consolidated Rail Corporation;

Thence, from said beginning point, extending along the said widened Northeasterly side of Susquehanna Road, South 50° 13' 22" East, 932.09 feet to a concrete monument, a corner, in line of land now or late of Upper Dublin Township;

Thence, extending in line of said land, crossing part of the bed of said Susquehanna Road, South 40° 04' 09" West, 41.69 feet to a point on tract title line in or near the centerline of said road;

Thence, extending by tract title in the bed of said road North 50° 06' 35" West, 949.76 feet to a point therein in line of the aforesaid Consolidated Rail Corporation land;

Thence, extending in line of said land, and re-crossing part of the bed of said road, North 63° 57' 41" East, 43.65 feet to the point and place of beginning on the widened Northeasterly side of said Susquehanna Road.

CONTAINING 38,355 square feet, or 0.8805 acre of land area, more or less.

EXHIBIT "L"

December 22, 1998

**Road Right-of-Way Dedication
Brookdale Court
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN parcel or strip of land situate in Upper Dublin Township, Montgomery County, PA, being shown as Brookdale Court on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point of street corner curvature on the Westerly side of Green Valley Circle (of variable width at this location) in line of Lot #76 of said tract and plan;

Thence, by the arc of a circle curving to the left in a Westerly direction, having a radius of 15.00 feet, an arc distance of 25.79 feet to a point of tangent on the Southwesterly side of the heren-described Brookdale Court;

Thence, extending along the said Southwesterly side of Brookdale Court (50 feet wide), the following three (3) courses: (1) North 66° 01' 03" West, 65.68 feet to a point of curvature; (2) by the arc of a circle curving to the right in a Northwesterly direction, having a radius of 225.00 feet, an arc distance of 62.47 feet to a point of tangent; (3) North 50° 06' 35" West, 272.06 feet to a point of curvature;

Thence, extending by the perimeter arc of a terminal cul-de-sac circle curving to the right in a Northerly direction, then Southerly direction, having a radius of 52.50 feet, an arc distance of 237.62 feet to a point of reverse curvature;

Thence, extending by the arc of a circle curving to the left in a Southeasterly direction, having a radius of 15.00 feet, and an arc distance of 20.77 feet to a point of tangent on the Northeasterly side of said road (50 feet wide);

Thence, extending along the Northeasterly side of said road, the following three (3) courses: (1) South 50° 06' 35" East, 205.72 feet to a point of curvature; (2) by the arc of a circle curving to the left in a Southeasterly direction, having a radius of 175.00 feet, an arc distance of 48.59 feet; (3) South 66° 01' 03" East, 77.67 feet to a point of street corner curvature;

Thence, by the arc of a circle curving to the left in a Northeasterly direction, having a radius of 15.00 feet, and an arc distance of 21.33 feet to a point of tangent on the Westerly side of Green Valley Circle, aforesaid;

Thence, extending by the Westerly side of said Green Valley Circle, South 32° 30' 34" West, 80.90 feet to the point and place of beginning.

CONTAINING 27,483 square feet, or 0.6309 acre of land area, more or less.



CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT "M"

December 22, 1998
Revised May 4, 2000

**Road Right-of-Way Dedication
Green Valley Circle
Dresherbrooke Residential Community
Upper Dublin Township, Montgomery County, PA**

ALL THAT CERTAIN parcel or strip of land situate in Upper Dublin Township, Montgomery County, PA, being shown as Green Valley Circle, of variable width, on a Dresherbrooke Residential Community site plan dated October 16, 1996, as last revised September 3, 1997, by Boucher and James, Inc., and being more fully described as follows:

BEGINNING at a point of street corner curvature on the Northeast side of Susquehanna Road (PA. SR 2017, as widened to 40 feet from the centerline thereof along said tract) the terminus of a radial corner arc turning thereonto from the Easterly side of Green Valley Circle, in line of Lot #1 of said tract and plan, said beginning point being North 50° 13' 22" West, 120.11 feet along said Susquehanna Road side line from a concrete monument thereon, a tract boundary corner in line of land now or late of Upper Dublin Township;

Thence, from said beginning point, and extending in line of said Northeast side of Susquehanna Road, being the Southwesterly terminus of the herein-described Green Valley Circle, North 50° 13' 22" West, 122.01 feet to an opposite point of street corner curvature thereon, in line of Lot #76 of said tract and plan;

Thence, extending by the arc of a circle curving to the left in an Easterly direction, having a radius of 25.00 feet, an arc distance of 39.22 feet to a point of tangent on the Westerly side of Green Valley Circle;

Thence, extending by the Westerly side of said road, the following seven (7) courses: (1) North 39° 53' 25" East, 55.45 feet to a point of curvature; (2) by the arc of a circle curving to the left in a Northerly direction, having a radius of 155.50 feet, an arc distance of 20.03 feet to a point of tangent; (3) North 32° 30' 34" East, 159.88 feet, crossing along the Southwesterly terminus of Brookdale Court, another road of said tract and plan, for part of this course, to a point of curvature; (4) by the arc of a circle curving to the right in a Northeasterly direction, having a radius of 225.00 feet, an arc distance of 100.88 feet to a point of tangent; (5) North 58° 11' 52" East, 108.02 feet to a point of curvature; (6) by the arc of a circle curving to the left in a Northerly direction, having a radius of 150.00 feet, an arc distance of 163.31 feet to a point of tangent; (7) North 04° 10' 56" West, 87.00 feet to a point of curvature;

Thence, by the arc of a circle curving to the left in a Westerly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of reverse curvature on the outer perimeter of a terminal ellipse road segment (40 feet wide);

Thence, extending along the outer perimeter of said terminal ellipse road segment, the following four (4) courses: (1) by the arc of a circle curving to the right in a Northerly, then Easterly, direction, having a radius of 60.00 feet, an arc distance of 188.50 feet to a point of tangent; (2) North 85° 49' 04" East, 100.00 feet to a point of curvature; (3) by the arc of a circle curving to the right in a Southerly, then Westerly direction, having a radius of 60.00 feet, an arc distance of 188.50 feet to a point of tangent; (4) South 85° 49' 04" West, 20.00 feet to a point of curvature;

Thence, by the arc of a circle curving to the left in a Southerly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangent on the Easterly side of said Green Valley Circle;

Thence, extending along the Easterly side of said road (50 feet wide at this location) the following three (3) courses: (1) South 04° 10' 56" East, 87.00 feet to a point of curvature; (2) by the arc of a circle curving to the right in a Southwesterly direction, having a radius of 200.00 feet, an arc distance of 217.76 feet to a point of tangent; (3) South 58° 11' 52" West, 108.02 feet to a point of curvature;

Thence, continuing along the Easterly side of said road (now varying in width from 50 feet to 72 feet) the following four (4) courses: (1) by the arc of a circle curving to the left in a Southerly direction, having a radius of 175.00 feet, an arc distance of 104.50 feet to a point of tangent; (2) South 23° 58' 57" West, 110.46 feet to a point of curvature; (3) by the arc of a circle curving to the right in a Southwesterly direction, having a radius of 227.50 feet, an arc distance of 63.16 feet to a point of tangent; (4) South 39° 53' 25" West, 46.09 feet to a point of street corner curvature;

Thence, by the arc of a circle curving to the left in a Southerly direction, having a radius of 25.00 feet, an arc distance of 39.32 feet to a point of tangent on the widened Northeast side of Susquehanna Road, the aforesaid point and place of beginning.

CONTAINING 65,321 square feet, or 1.4996 acres of land area, more or less.

EXCEPTING thereout and therefrom a certain elliptical-shaped parcel of open space land situate within the aforesaid terminal ellipse segment of the herein-described Green Valley Circle; said open space land parcel being more fully described as follows:

BEGINNING at the point of intersection of the centerline of green Valley Circle (50 feet wide), as extended, with the inner perimeter of the terminal ellipse road segment (40 feet wide) of said road;

Thence, extending along the inner perimeter of said terminal ellipse road segment enclosing the herein-described open space land the following five (5) courses: (1) South 85° 49' 04" West, 40.00 feet to a point of curvature; (2) by the arc of a circle curving to the right in a Northerly, then Easterly direction, having a radius of 20.00 feet, an arc distance of 62.83 feet to a point of tangent; (3) North 85° 49' 04" East, 100.00 feet to a point of curvature; (4) by the arc of a circle curving to the right in a Southerly, then Westerly direction, having a radius of 20.00 feet, an arc distance of 62.83 feet to a

point of tangent; (5) South 85° 49' 04" West, 60.00 feet to the point and place of beginning.

CONTAINING 5,243 square feet or 0.1204 acres of land area, more or less.

AND THEREFORE, the net road right-of-way area contained in Green Valley Circle is 60,078 square feet or 1.3792 acres of land area, more or less.

RESOLUTION NO. 1758

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR SLOPE EASEMENT**

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from Fairview Cemetery Company (hereinafter "Grantor") a Deed of Dedication for slope easement on property owned by Grantor, located at 1511 Twining Road, Montgomery County, Pennsylvania, being parcel number 54-00-16057-008, and as more particularly described on Exhibit "A" attached hereto: and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said slope easement will be available for public use:

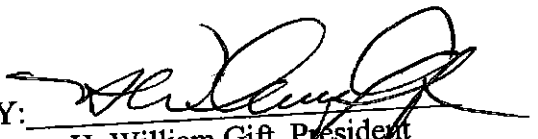
NOW THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township as and for slope easement extending across property of the Grantor as more particularly described in Exhibit "A" attached hereto is hereby accepted.


2. The proper officers of the Township are authorized to record the Deed of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.

RESOLVED, this 12th day of December 2000.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

SLOPE EASEMENT DEED OF DEDICATION

THIS DEED OF DEDICATION made this 18th day of MARCH, 2000 between FAIRVIEW CEMETERY COMPANY, a Pennsylvania corporation with offices at 1511 Twining Road, Montgomery County, Pennsylvania, 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 referred to as "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania, known as parcel number 54-00-16057-008; and

WHEREAS, Grantor now wishes to dedicate the Slope Easement shown on the Plan attached hereto as Exhibit "A" 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, a permanent easement and right-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 Slope Easement on a plan more fully described as Exhibit "A" attached hereto.

EXHIBIT "A"

TO HAVE AND TO HOLD the aforesaid easement and right-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 support and/or protection of Twining Road, including the right to construct, maintain and repair support structures located on and within the lands hereinabove described and to cause others to construct, maintain and repair such support structures 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 support structure as now established by the Township of Upper Dublin, Grantee, and if such support structure 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 repair of said support structure 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 easement described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against 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.

ATTEST:

FAIRVIEW CEMETERY COMPANY

BY: *Darius Fene*

TITLE: President

Accepted and approved by the
Resolution of the Board of
Commissioners of Upper Dublin
Township, approved 12/22/00

ATTEST:

Paul A. Leonard
Paul A. Leonard, Secretary
ud\proj\twining rd reconstruction\fairview slope easement

By: *H. William Gift*
H. William Gift, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 18th day of MARCH, A.D., 2000, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared, DARIUS KEENE, who acknowledged himself to be the President of Fairview Cemetery Company, and that he as such President, being authorized to do so, executed the foregoing instrument on behalf of Fairview Cemetery Company for the purposes therein mentioned.

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

Laura-Lee Messick
Notary Public

Notarial Seal
Laura-Lee Messick, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Sept. 9, 2002
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 27th day of December, A.D., 2000, 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, Board of Commissioners, 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. ... Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 23, 2002
Member, Pennsylvania Association of Notaries.

RESOLUTION

RESOLUTION NO. 1759

AND NOW, this 12th day of December, 2000, the
Upper Dublin Township, 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 Upper Dublin Township, and it is
(NAME OF POLITICAL SUBDIVISION)
hereby resolved by the authority of same:

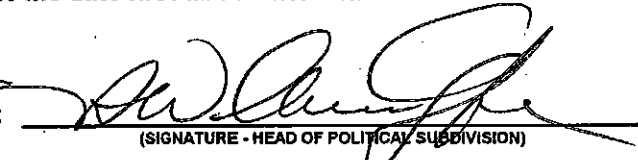
THAT the Upper Dublin Township hereby agrees
(NAME OF POLITICAL SUBDIVISION)

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

the Upper Dublin Township shall
(NAME OF POLITICAL SUBDIVISION)

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

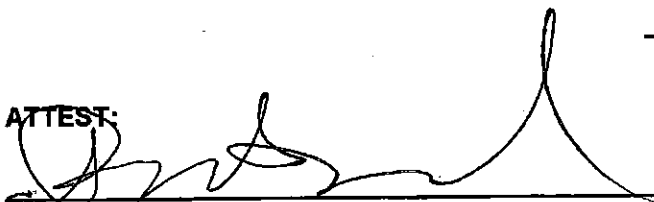
IN WITNESS WHEREOF the Upper Dublin Township hereby authorizes
(NAME OF POLITICAL SUBDIVISION)
the execution and attestation of this RESOLUTION the date first above written.

by: 
(SIGNATURE - HEAD OF POLITICAL SUBDIVISION)

H. William Gift
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

President, Board of Commissioners
(TITLE - HEAD OF POLITICAL SUBDIVISION)

SEAL

ATTEST:

(SIGNATURE)

Paul Leonard
(TYPED NAME)

Township Manager
(TITLE)

Original submitted with Grant.

RESOLUTION NO. 1760

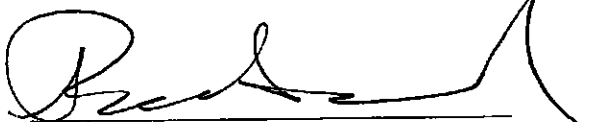
RESOLUTION AUTHORIZING REQUEST FOR REIMBURSEMENT

In accordance with the requirements of the Pennsylvania Department of Transportation Design Manual - Part 5, Chapter 3.2, the Township of Upper Dublin does hereby authorize the submission of the attached request for the Pennsylvania Department of Transportation to provide a fixed 75.25 per centum reimbursement to Upper Dublin Township for all costs incurred in relocating our sewer facilities affected by SR 0309, Section 110 Upgrade necessitated by the Pennsylvania Department of Transportation Highway Improvement in Montgomery County.

RESOLVED, this 9th day of January 2001.

ATTEST:

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP


Paul A. Leonard, Secretary

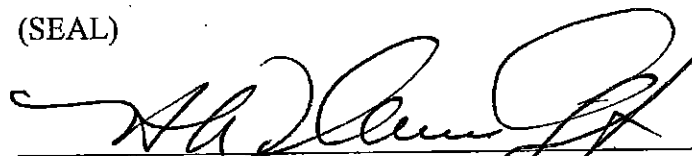
BY: 
H. William Gift, President

Certification

I, H. WILLIAM GIFT of the Township of Upper Dublin
H. William Gift, President

attest that this Resolution, was officially adopted by the Commissioners at a duly-called meeting of the Authority.

(SEAL)


H. William Gift, President

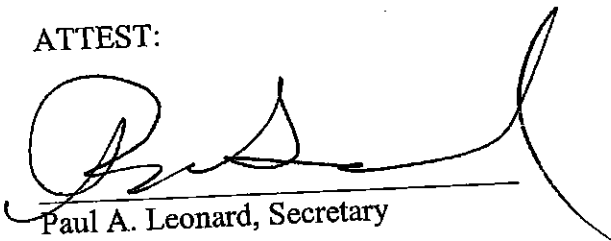
DATE: 01/09/01

RESOLUTION NO. 1761


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

RESOLVED, this 2nd day of January 2001.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

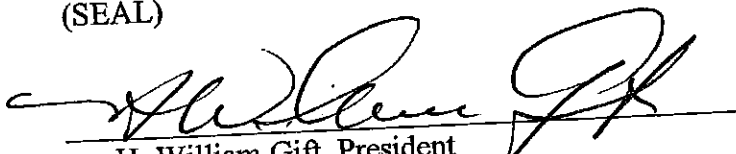
BY: 
H. William Gift, President

Certification

I, H. WILLIAM GIFT of the Township of Upper Dublin
H. William Gift, President

attest that this Resolution, was officially adopted by the Commissioners at a duly-called meeting of the Authority.

(SEAL)


H. William Gift, President

DATE: 01/09/01

RESOLUTION NO. 1762

A RESOLUTION FOR THE ADOPTION OF THE VANTAGECARE RETIREE
HEALTH SAVINGS PLAN

WHEREAS, the Township of Upper Dublin has employees rendering valuable services; and,

WHEREAS, the establishment of a retiree health savings plan for such employees serves the interests of the Township of Upper Dublin by enabling it to provide reasonable security regarding such employees' health needs during retirement by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and,

WHEREAS, the Township of Upper Dublin has determined that the establishment of a retiree health savings plan to be administered by the ICMA Retirement Corporation and/or its affiliates serves the above objectives; and,

WHEREAS, the Township of Upper Dublin desires that its retiree health savings plan (the "Plan") be administered by the ICMA Retirement Corporation and/or its affiliates;

THEREFORE, BE IT RESOLVED, that the Township of Upper Dublin hereby adopts the Plan in the form of the ICMA Retirement Corporation's VantageCare Retiree Health Savings Plan.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Township of Upper Dublin serving as trustee, for the exclusive benefit of Plan participants and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the Township of Upper Dublin Assistant Township Manager shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

ADOPTED this 13th day of February 2001.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

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New Issue 2001 (1997 Refunding & New Money)

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Sources And Uses Of Funds

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Sources:

Bond Proceeds:	4,680,000.00
Par Amount	
	<u>4,680,000.00</u>

Uses:

Project Fund Deposits:	2,469,949.34
Project Fund	
Refunding Escrow Deposits:	0.91
Cash Deposits	<u>2,114,957.00</u>
SLG Purchases	2,114,957.00
Delivery Date Expenses:	93,600.00
Cost of Issuance	
Other Uses of Funds:	1,492.75
Additional Proceeds:	
	<u>4,680,000.00</u>

Summary Of Refunding Results

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding&New Money)

Dated Date	02/01/2001
Delivery Date	02/01/2001
Arbitrage Yield	4.896209%
Escrow Yield	4.784691%
Bond Par Amount	2,160,000.00
True Interest Cost	4.249360%
Net Interest Cost	4.263807%
Average Coupon	6.164
Average Life	
Par amount of refunding bonds	2,075,000.00
Average coupon of refunding bonds	5.458250%
Average life of refunding bond	6.363
PV of prior debt to 02/01/2001 @ 4.896209%	2,161,448.38
Net PV Savings	74,066.32
Percentage savings of refunding bonds	3.569461%
Percentage savings of refunding bonds	3.428996%

Summary Of Bonds Refunded

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Upper Dublin Twp PA, 1997:					
SERIES	05/01/01	4.700%	130,000.00		
SERIES	05/01/02	4.800%	135,000.00		
SERIES	05/01/03	4.900%	140,000.00	05/01/02	100.000
SERIES	05/01/04	5.000%	150,000.00	05/01/02	100.000
SERIES	05/01/05	5.100%	155,000.00	05/01/02	100.000
SERIES	05/01/06	5.200%	165,000.00	05/01/02	100.000
SERIES	05/01/07	5.300%	175,000.00	05/01/02	100.000
SERIES	05/01/08	5.400%	185,000.00	05/01/02	100.000
SERIES	05/01/11	5.600%	215,000.00	05/01/02	100.000
SERIES	05/01/12	5.700%	225,000.00	05/01/02	100.000
TERM	05/01/10	5.550%	400,000.00	05/01/02	100.000
			2,075,000.00		

Savings

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 02/01/2001 @ 4.8962088%
					-1,874.57
05/01/01	184,882.50	186,779.88	-1,897.38		10,558.90
11/01/01	51,827.50	40,878.50	10,949.00	9,051.62	
12/31/01					-3,813.31
05/01/02	186,827.50	190,878.50	-4,051.00		9,322.93
11/01/02	48,587.50	38,441.00	10,146.50	6,095.50	
12/31/02					131.39
05/01/03	188,587.50	188,441.00	146.50		8,315.84
11/01/03	45,157.50	35,658.50	9,499.00	9,645.50	
12/31/03					-428.12
05/01/04	195,157.50	195,658.50	-501.00		7,324.27
11/01/04	41,407.50	32,626.50	8,781.00	8,280.00	
12/31/04					-992.48
05/01/05	196,407.50	197,626.50	-1,219.00		6,381.18
11/01/05	37,455.00	29,425.50	8,029.50	6,810.50	
12/31/05					2,350.06
05/01/06	202,455.00	199,425.50	3,029.50		5,386.65
11/01/06	33,165.00	26,051.00	7,114.00	10,143.50	
12/31/06					1,562.45
05/01/07	208,165.00	206,051.00	2,114.00		4,429.25
11/01/07	28,527.50	22,388.00	6,139.50	8,253.50	
12/31/07					802.43
05/01/08	213,527.50	212,388.00	1,139.50		3,509.70
11/01/08	23,532.50	18,426.50	5,106.00	6,245.50	
12/31/08					3,425.83
05/01/09	218,532.50	213,426.50	5,106.00		2,533.03
11/01/09	18,121.25	14,253.50	3,867.75	8,973.75	
12/31/09					2,472.50
05/01/10	223,121.25	219,253.50	3,867.75		1,665.10
11/01/10	12,432.50	9,764.00	2,668.50	6,536.25	
12/31/10					4,670.68
05/01/11	227,432.50	219,764.00	7,668.50		804.09
11/01/11	6,412.50	5,060.00	1,352.50	9,021.00	
12/31/11					3,686.43
05/01/12	231,412.50	225,060.00	6,352.50		
12/31/12				6,352.50	
	<u>2,823,135.00</u>	<u>2,727,725.88</u>	<u>95,409.12</u>	<u>95,409.12</u>	<u>72,224.23</u>

Savings Summary

PV of savings from cash flow
Plus: Refunding funds on hand

Net PV Savings

72,224.23
1,842.09

74,066.32

Bond Summary Statistics

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding&New Money)

Dated Date	02/01/01
Delivery Date	02/01/01
Last Maturity	05/01/21
Arbitrage Yield	4.896209%
True Interest Cost (TIC)	4.896209%
Net Interest Cost (NIC)	4.939770%
All-In TIC	5.137146%
Average Coupon	4.939770%
Average Life (years)	11.779
Duration of Issue (years)	8.635
Par Amount	4,680,000.00
Bond Proceeds	4,680,000.00
Total Interest	2,723,048.01
Net Interest	2,723,048.01
Total Debt Service	7,403,048.01
Maximum Annual Debt Service	360,053.00
Average Annual Debt Service	365,582.62
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	-----
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
99 thru 12	4,680,000.00	100.000	4.940%	11.779
	4,680,000.00			11.779

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,680,000.00	4,680,000.00	4,680,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-93,600.00	
- Other Amounts			
Target Value	4,680,000.00	4,586,400.00	4,680,000.00
Target Date	02/01/01	02/01/01	02/01/01
Yield	4.896209%	5.137146%	4.896209%

Detailed Bond debt Service

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/01	165,000.00	3.250%	62,658.38	227,658.38
12/31/02	150,000.00	3.250%	79,319.50	229,319.50
12/31/03	150,000.00	3.710%	74,099.50	224,099.50
12/31/04	160,000.00	3.790%	68,285.00	228,285.00
12/31/05	165,000.00	3.880%	62,052.00	227,052.00
12/31/06	170,000.00	3.970%	55,476.50	225,476.50
12/31/07	180,000.00	4.070%	48,439.00	228,439.00
12/31/08	190,000.00	4.170%	40,814.50	230,814.50
12/31/09	195,000.00	4.280%	32,680.00	227,680.00
12/31/10	205,000.00	4.380%	24,017.50	229,017.50
12/31/11	210,000.00	4.480%	14,824.00	224,824.00
12/31/12	220,000.00	4.600%	5,060.00	225,060.00
	<u>2,160,000.00</u>		<u>567,725.88</u>	<u>2,727,725.88</u>

Detailed Bond debt Service

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding&New Money)

Period Ending	Principal	Coupon Interest	Debt Service
12/31/01		96,928.88	96,928.88
12/31/02		129,238.50	129,238.50
12/31/03		129,238.50	129,238.50
12/31/04		129,238.50	129,238.50
12/31/05		129,238.50	129,238.50
12/31/06		129,238.50	129,238.50
12/31/07		129,238.50	129,238.50
12/31/08		129,238.50	129,238.50
12/31/09		129,238.50	129,238.50
12/31/10		129,238.50	129,238.50
12/31/11		129,238.50	129,238.50
12/31/12		129,238.50	129,238.50
12/31/13	225,000.00	4.790%	123,849.75
12/31/14	240,000.00	4.890%	112,593.00
12/31/15	250,000.00	4.990%	100,487.50
12/31/16	265,000.00	5.070%	87,532.25
12/31/17	275,000.00	5.130%	73,760.75
12/31/18	290,000.00	5.190%	59,181.50
12/31/19	310,000.00	5.250%	43,518.50
12/31/20	325,000.00	5.300%	26,768.50
12/31/21	340,000.00	5.340%	9,078.00
	<u>2,520,000.00</u>		<u>2,155,322.13</u>
			<u>4,675,322.13</u>

Escrow Requirements

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Period Ending	Principal	Interest	Principal Redeemed	Total
05/01/01	130,000.00	54,882.50		184,882.50
11/01/01		51,827.50		51,827.50
05/01/02	135,000.00	51,827.50	1,810,000.00	1,996,827.50
	<u>265,000.00</u>	<u>158,537.50</u>	<u>1,810,000.00</u>	<u>2,233,537.50</u>

Escrow Descriptions

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding&New Money)

Purchase Date	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
02/01/01	SLG	Certificate	05/01/01	05/01/01	159,893.00	5.190%	5.190%
02/01/01	SLG	Certificate	11/01/01	11/01/01	4,942.00	4.860%	4.860%
02/01/01	SLG	Note	05/01/02	05/01/01	1,950,122.00	4.790%	4.790%
					2,114,957.00		

Escrow Statistics

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
97 Refunding Global Proceeds Escrow:							
	2,114,957.91	1.125	4.784691%	4.784690%	2,112,307.29	2,650.59	0.03
	2,114,957.91				2,112,307.29	2,650.59	

Delivery date
Arbitrage yield

02/01/01
4.896209%

Escrow Cash Flow

Upper Dublin Township, Pennsylvania (Option B)
New Issue 2001 (1997 Refunding & New Money)

Date	Principal	Interest	Net Escrow Receipts	Present Value to 02/01/2001 @ 4.7846909%
05/01/01	159,893.00	24,989.11	184,882.11	182,709.51
11/01/01	4,942.00	46,885.06	51,827.06	50,021.34
05/01/02	1,950,122.00	46,705.42	1,996,827.42	1,882,226.15
	<u>2,114,957.00</u>	<u>118,579.59</u>	<u>2,233,536.59</u>	<u>2,114,957.00</u>

Purchase date	02/01/01
Purchase cost of securities	2,114,957.00

Target for yield calculation	2,114,957.00

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1763

RESOLUTION AUTHORIZING THE EXERCISE OF AN OPTION TO PURCHASE AND TO ACQUIRE CERTAIN TRACTS OF LAND, FORMERLY PART OF THE BUB FARM, SITUATE AT 735 SUSQUEHANNA ROAD IN THE TOWNSHIP OF UPPER DUBLIN.

WHEREAS, pursuant to an Agreement (the "ACTS Agreement") between ACTS Retirement-Life Communities, Inc. ("ACTS") and the Township of Upper Dublin (the "Township") approved by the Board of Commissioners at its meeting held on July 15, 1999, the Township holds an option to purchase a parcel of land designated as Lot No. 1A on a plan of subdivision, Lands of Garrison & Loretta Y. Bub, prepared for Upper Dublin Township by Metz Engineers, dated July 9, 1999 (hereinafter the "Metz Plan"); and

WHEREAS, the ACTS Agreement provides that following the exercise of the option by the Township, ACTS will convey to the Township an additional parcel shown as Lot No. 2A on the Metz Plan for nominal consideration (\$1.00); and

WHEREAS, Lots 1A and 2A are portions of the "Bub Farm" which was identified as a priority item in the Upper Dublin Township Open Space and Environmental Resource Protection Plan adopted by the Board of Commissioners in 1994; and

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the residents of Upper Dublin Township to acquire the above described Lots 1A and 2A to be used by the Township and its residents for park, playground, recreation and open space, or for such other purpose as the Board of Commissioners may lawfully designate.

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

1. That the Township is hereby authorized to exercise its option to acquire the parcel designated as Lot No. 1A in the Metz Plan and thereafter to purchase it pursuant to the ACTS Agreement in consideration of the sum of Six Hundred Thousand Dollars (\$600,000) to be paid by the Township at closing, which closing shall occur on or before March 31, 2001, or on such other date as shall be agreeable to the parties.

2. That the Township is hereby authorized to acquire the parcel designated as Lot No. 2A on the Metz Plan pursuant to the ACTS Agreement in consideration of payment of One Dollar (\$1.00).

3. That the Township shall initially fund the acquisitions of Lots 1A and 2A from the general funds of the Township, the General Fund subsequently to be reimbursed from the proceeds of a Township bond issue.

4. That the Township will use said Lots 1A and 2A and such buildings and accessory structures as are related thereto for recreation, park, playground and open space purposes, or for such other purposes as the Board of Commissioners of Upper Dublin Township may lawfully designate.

ENACTED as a Resolution of the Board of Commissioners of Upper Dublin Township the 13th day of FEB, 2001.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 

H. William Gift, President

ATTEST

BY: 

Paul A. Leonard, Secretary

RESOLUTION NO. 1764

RESOLUTION TO ENTER INTO A PLANNING ASSISTANCE CONTRACT BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY AND UPPER DUBLIN TOWNSHIP FOR PLANNING ASSISTANCE AND TECHNICAL SERVICES TO BE PROVIDED TO THE TOWNSHIP BY THE MONTGOMERY COUNTY PLANNING COMMISSION FOR A THREE-YEAR TERM BEGINNING JANUARY 1, 2001 AT A TOTAL COST TO THE TOWNSHIP OF \$27,594

WHEREAS, the Commissioners of Montgomery County (hereinafter the "County") have created the Montgomery County Planning Commission (hereinafter "MCPC") for the purpose of providing planning assistance and technical services to municipalities in Montgomery County; and

WHEREAS, Upper Dublin Township has previously employed the services of the MCPC and wishes to continue to receive those services; and

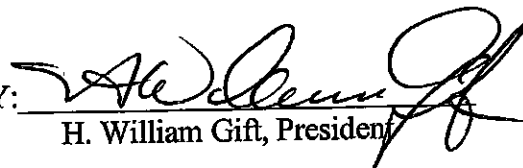
WHEREAS, the MCPC has presented to the Township a Planning Assistance Contract Between Commissioners of Montgomery County and Upper Dublin Township (hereinafter the "Contract"), including as Exhibit "A", a Resolution of the MCPC Updating the Scope of Services and Adjusting the Fee Schedule for Community Planning Assistance Contract; and

WHEREAS, the Contract would be effective January 1, 2001 and would run through December 31, 2003, at a total cost to the Township of \$27,594 for the three-year term, upon approval by the Township.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes and directs the President of the Board of Commissioners and the Township Manager to execute the said Contract and any additional documentation necessary to effectuate said Contract.

RESOLVED, this 13th day of February, 2001, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary
ord/resolutn/MCPC

*need signed
copy of
Exh. A.*

**PLANNING ASSISTANCE CONTRACT
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY
AND UPPER DUBLIN TOWNSHIP**

THIS CONTRACT made the first day of January 2001, between Commissioners of Montgomery County (herein called County) and Upper Dublin Township of Montgomery County, Pennsylvania (herein called Municipality).

WITNESSETH THAT:

WHEREAS, County has created the Montgomery County Planning Commission (herein called MCPC), and

WHEREAS, the aforesaid Municipality has requested the MCPC to provide planning assistance to aid it in the implementation of a comprehensive plan for the future development of the Municipality under MCPC Resolution 83-12.3 and as may be amended, and

WHEREAS, the MCPC has studied the request of the Municipality and has ascertained that there is a great need for such services as have been requested, and

WHEREAS, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended,

NOW THEREFORE, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

1.0 MCPC Assistance

1.1 All assistance shall be within the scope of MCPC Resolution 83-12.3 and as may be amended, attached as Exhibit A.

1.2 The specific categories of assistance are set forth on attached Exhibit B.

1.3 The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

2.0 Services of Municipality

2.1 Officials, employees, staff and members of the planning commission of Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.

2.2 All pertinent Municipality records and data shall be made available for the use of the MCPC.

3.0 Schedule of Time and Compensation

- 3.1 The established and agreed total cost as defined in Resolution 98-12.1 and as may be amended, is \$55,188.
- 3.2 The compensation is subject to Resolution 83-12.3 and as may be amended, on Exhibit A.
- 3.3 This contract shall become effective on January 1, 2001 and shall terminate on December 31, 2003.
- 3.4 Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in 3.1, including any federal or state optional funding arrangements.
- 3.5 The contribution of MCPC to the total cost shall be exclusively in terms of assistance and the compilation of the value of such assistance shall be made by the MCPC, and such compilation shall be binding on Municipality in regard to fee schedule and time expended as follows:

Schedule of Fees

Per Diem Rate	(Year 1)	\$428.00
	(Year 2)	\$438.00
	(Year 3)	\$448.00

- 3.6 The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case by case basis by Municipality and MCPC and shared equally by each party.
- 3.7 Municipality shall pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
April 2001	\$4,494.00
October 2001	\$4,494.00
April 2002	\$4,599.00
October 2002	\$4,599.00
April 2003	\$4,704.00
October 2003	\$4,704.00

4.0 Miscellaneous

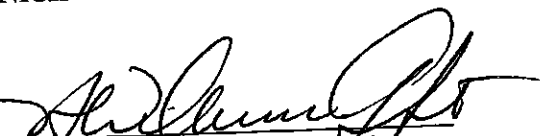
- 4.1 Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.
- 4.2 The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease

in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in C. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

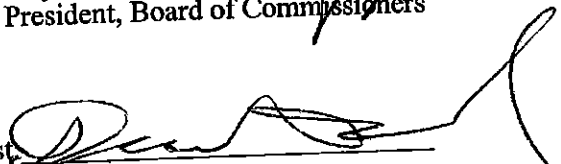
4.3 The costs of any increases in the scope of work agreed to by the contracting parties in accordance with 4.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY

COMMISSIONERS OF MONTGOMERY COUNTY

By: 
President, Board of Commissioners

By: _____
Chairman

Attest: 
Township Manager

Attest: _____
County

Authorized by resolution or ordinance of Municipality. Adopted Feb. 13, 192001.

Authorized by Resolution # _____ of County.
Adopted _____, 19 ____.

**EXHIBIT A
RESOLUTION
of the
MONTGOMERY COUNTY PLANNING COMMISSION
UPDATING THE SCOPE OF SERVICES
and
ADJUSTING THE FEE SCHEDULE
for
COMMUNITY PLANNING ASSISTANCE CONTRACTS**

WHEREAS, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance and offered services in six basic areas, a cost-sharing formula and a schedule of fees and charges by which the services of the Commission's staff was offered to assist the 62 townships and boroughs in the county; and

WHEREAS, the level of planning accomplishment since that Resolution was adopted has resulted in altering the planning emphasis, thus indicating that a redefining of the scope of activity is timely; and

WHEREAS, the schedule of fees and charges has been revised to defray the increased costs of planning assistance to the Commission as a result of inflation over the years as follows: November 13, 1974; December 14, 1977 (Resolution 77-12-1); October 10, 1979 (79-10.2); October 8, 1980 (80-10.2); December 9, 1981 (81-12.1); December 8, 1982 (82-12.1); December 14, 1983 (83-12.3); November 14, 1984 (84-11.1); December 11, 1985 (85-12.2); November 18, 1987 (87-11.2); November 15, 1989 (89-11.2); October 14, 1992 (92-10.2); December 8, 1993 (93-12.2); December 14, 1994 (94-12.1); November 15, 1995 (95-11.2); November 13, 1996 (96-11.1); November 12, 1997 (97-11.2); December 9, 1998 (98-12.1); December 8, 1999 (99-12.1); and

WHEREAS, the Commission also believes that a "three level" fee structure would be more appropriate than the "single level" fee structure utilized in the past so as to facilitate municipal budgeting for planning assistance services and to reinforce Commission policy encouraging multi year contracts.

NOW THEREFORE BE IT RESOLVED, that the municipal planning assistance program's basic scope of activity is delineated as follows:

1. Comprehensive Plans - the preparation, updating, revising and/or refining of Comprehensive Plans, plan summaries and brochures, and/or technical supplements.
2. Elements of Comprehensive Plans - a variety of work on components or elements of the plans including, but not limited to, community goals and objectives statement, open space and resource protection, land use, transportation, community facilities, housing, energy, environmental, economic/financial, and/or human services.
3. Zoning Ordinance and Land Development Regulations - review existing and/or proposed ordinances and regulations, formulation and review of proposed elements, drafting new provisions in all or in part, including zoning text and maps regulatory text and graphics.

4. Follow-up Reports on Land Development Plans and Proposed Zoning Amendments - supplementing the mandated review per Sections 502 and 609 of the Pennsylvania Municipalities Planning Code; this activity includes in-depth follow-up presentations, issue identification, discussion, understanding positions of various organizations, reaching agreement, and other follow-through activities.
5. Plan Implementation Activities - in addition to the above, implementation-related activities, work including supplementing financial resources (research and pursuit of financial assistance including filing applications and monitoring its progress); coordination of effort (including a variety of involved agencies and organizations); general planning education, citizen involvement and public information (including newsletters, public meetings, and technical workshops); and work on other applicable codes and ordinances (including drafting, review, revising and follow-through to adoption).
6. Special Studies and Plans - including data gathering, analyzing information, developing recommendations, and follow-through activities in a wide variety of special planning related subjects.

BE IT FURTHER RESOLVED, that the Community Planning Assistance Program fees be adjusted according to the length of contract for new and extended contracts, effective January 1, 2000, as follows:

- | | |
|---|-----------------------------------|
| A. For the first year of a three-year contract | Per Planner-Day = \$428.00 |
| B. For the second year of a three-year contract or first year of a two-year contract | Per Planner-Day = \$438.00 |
| C. For the third year of a three-year contract or second year of a two-year contract or first year of a one-year contract | Per Planner-Day = \$448.00 |
| D. Letter of Intent Program/One-Year Special Case Contracts/
Subpoenaed Appearances | Per Planner-Day = \$462.00 |

BE IT ALSO FURTHER RESOLVED, that:

- A. The basis of the above fee schedule will continue to be the "Planner Day" which fee includes planner time, staff coordination and management, all support services, and incidental expenses.
- B. Two Planner Days per month, is established as the minimum staff involvement with the municipality to qualify for a Community Planning Assistance contract.
- C. The share of municipal government for all contracts shall remain at 50 percent of the contract's total cost.

- D. A minimum number of night meetings will be specified in each contract dependent upon the work program; however, the specified fees for night meetings, per se, are hereby eliminated, and they shall be calculated at the rate of two night meetings being the equivalent of one planner day.
- E. Further adjustments to the fee schedule are to be evaluated annually.

Moved by Mr. Tornetta, seconded by Mr. Printz, and adopted, 8 in favor, 0 opposed.

The above is certified to be a true and accurate copy of a resolution (99-12.1) adopted by the Board of Montgomery County Planning Commission on December 8, 1999.

EXHIBIT B
CATEGORIES OF ASSISTANCE

A. General Services

1. **Meeting Attendance.** A professional planner(s) will be assigned to the Township. The planner(s) will attend meetings of the Township Planning Commission as necessary to review work being conducted under the planning assistance contract and to keep abreast of current planning issues and concerns to the Township. The planner(s) will attend other meetings, such as public hearings, Board of Supervisors meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Township, joint meetings of some or all such agencies and boards, and citizens' group meetings at which his or her attendance is appropriate (with the concurrence of the Township Board of Commissioners). Attendance of twelve (12) night meetings per year has been included in the contract. However, any adjustments to the number of meetings actually attended, either up or down, will be traded off with planner-days of service provided, at the rate of one-half (1/2) planner-day for each meeting adjusted.

2. **Act 247 Review.** During the course of the contract, the assigned planner(s) will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary.

B. Flexible Assistance

The planner(s) will provide technical assistance to the Township at an average of three (3) planner-days per month, and not to exceed five (5) planner-days per month throughout the duration of the contract. The planner(s) will prepare any zoning or subdivision ordinances, or any planning studies that the Township Board of Commissioners or Township staff identifies as a priority. If any assistance required by the Township exceeds the scope of this contract, it is understood by both the Township and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

**EXHIBIT C
CONTRACT COSTS AND MUNICIPAL SHARE**

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
3	Planner Days/Month @ \$428/day	\$15,408.00	\$ 7,704.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 2,568.00</u>	<u>\$ 1,284.00</u>
	<i>Year One Total</i>	\$17,976.00	\$ 8,988.00
<u>Year Two</u>			
3	Planner Days/Month @ \$438/day	\$15,768.00	\$ 7,884.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 2,628.00</u>	<u>\$ 1,314.00</u>
	<i>Year Two Total</i>	\$19,710.00	\$ 9,198.00
<u>Year Three</u>			
3	Planner Days/Month @ \$448/day	\$16,128.00	\$ 8,064.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 2,688.00</u>	<u>\$ 1,344.00</u>
	<i>Year Three Total</i>	\$20,160.00	\$ 9,408.00
	<i>Total Contract Costs (Years 1-3)</i>	<u>\$55,188.00</u>	<u>\$27,594.00</u>

SUMMARY OF INVOICES

<u>Year One</u>	
April 2001 (Invoice 1)	\$4,494.00
October 2001 (Invoice 2)	\$4,494.00
<u>Year Two</u>	
April 2002 (Invoice 3)	\$4,599.00
October 2002 (Invoice 4)	\$4,599.00
<u>Year Three</u>	
April 2003 (Invoice 5)	\$4,704.00
October 2003 (Invoice 6)	\$4,704.00

RESOLUTION NO. 1765

BE IT RESOLVED, by authority of the Township of Upper Dublin of the
(Name of Governing Body)

Upper Dublin Township, Montgomery County, and it is here by resolved by authority
(Name of Municipality)

of the same, that the President, Board of Commissioners of said Municipality be
(Designate Official Title)


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)


Paul A. Leonard, Secretary

By: 
H. William Gift, President


I, H. William Gift, President, Board of Commissioners of the
(Name) (Official Title)

Township of Upper Dublin, do hereby certify that the foregoing is a true and correct
(Name of Municipality)

copy of the Resolution adopted at a regular meeting of the Board of Commissioners,
(Name of Governing Body)

held the 13th day of March, 2001.

DATE: 3/13/01


H. William Gift, President

*Original
Resolution
to PennDOT*

EXHIBIT "A"
AGREEMENT #064957
MONTGOMERY COUNTY
UPPER DUBLIN TOWNSHIP

Location Of Work: S.R. 2027 (Pennsylvania Ave.); Segment 0080/0526
(Near Commerce Drive)

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

MAINTENANCE SERVICES

AGREEMENT NO 064957
FID #: 23-6003042

THIS AGREEMENT, made and entered into this day of , by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

AND

the UPPER DUBLIN TOWNSHIP of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH:

WHEREAS, certain public highways, including bridges with their approaches, located 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 COMMONWEALTH may, at the discretion of the Secretary of Transportation, 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 boundaries of the MUNICIPALITY; and,

WHEREAS, the COMMONWEALTH desires to obtain the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State Highways listed on Exhibit "A", which is attached to and made a part of this Agreement; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance within the MUNICIPALITY listed on Exhibit "B", which is attached to and made part of this agreement, 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 in Exhibit "B".

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

1. The MUNICIPALITY shall, 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", on the State Highways located within the boundaries of the MUNICIPALITY, as listed on Exhibit "A". The MUNICIPALITY shall use equipment owned or leased by it and its own materials and personnel to perform the work. All work shall be completed in accordance with all applicable Department of Transportation specifications ("Publication 408"), and with the policies and procedures set forth in the MORIS Highway Maintenance Foreman Manual ("Publication 113"), which are incorporated by reference into this Agreement as if physically attached.
2. The COMMONWEALTH shall pay the MUNICIPALITY for all authorized work performed on the items contracted for in Exhibit "B" as follows:
 - (a) 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.
3. The MUNICIPALITY undertakes these responsibilities as an independent contractor, and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for any purposes. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors and/or contractors during the performance of, or resulting from the performance under, this Agreement.

4. This Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on JUNE 30, 2004, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other. Upon termination for cause, 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, to the extent such work has been performed in accordance with the requirements of this agreement.
5. Work performed by the MUNICIPALITY under this agreement 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 the work. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of the COMMONWEALTH, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, by the MUNICIPALITY, at no cost to the COMMONWEALTH. The COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the discretion of the COMMONWEALTH.
6. Attached to and included as part of this Agreement is the COMMONWEALTH "Nondiscrimination / Sexual Harassment Clause" (Exhibit "C"), the "Contractor Integrity Provisions" (Exhibit "D"), the "Provisions Concerning the Americans with Disabilities Act" (Exhibit "E") and the "Contractor Responsibility Provisions" (Exhibit "F").
7. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
8.
 - (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, addressed to the Department of Transportation's local County Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after submitting its proposed work program to the COMMONWEALTH, 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 and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.
 - (c) If an emergency situation arises, the Department of Transportation's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary additional work. The MUNICIPALITY shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this paragraph shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.
9. 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 performed in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
10. 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 the specifications, policies and procedures set forth in this Agreement.
11. 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 NINE THOUSAND (\$ 9,000.00) dollars, without a written supplemental agreement signed by both parties.

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

ATTEST

CONTRACTOR

BY _____
Title: _____ DATE _____ Title: _____ DATE _____

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, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer Date

APPROVED AS TO LEGALITY
AND FORM

Chief Counsel Date

RECORDED NO. 064957
Certified Funds Available Under
Activity Program 711
SYMBOL 010-008-187-01/02/03-1
AMOUNT \$9,000.00
BY _____
Signature Date
Comptroller _____

"Contract No. 064957, is split -0- %, expenditure amount of -0- for Federal funds and 100 %, expenditure amount of \$9,000.00 for State funds. The related Federal Assistance program name and number is N/A ; N/A. The State Assistance program name and number is 711 ; GEN. MAINT."

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

EXHIBIT "B"
AGREEMENT #064957
MONTGOMERY COUNTY
UPPER DUBLIN TOWNSHIP

Description of Work: Clean 4' x 6' Culvert

100 L.F. @ \$30.00/Ft. = \$3,000.00 x 3 Years = \$9,000.00

EXHIBIT "C" NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**(215.6 - 06/30/99)**

During the term of the Contract, the Contractor agrees as follows:

- a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c) The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d) The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT "D" COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS**(12/20/91)**

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 of 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's 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 contractors 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:

(02/03/93)

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.

EXHIBIT "F" CONTRACTOR RESPONSIBILITY PROVISIONS

(04/16/99)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or government entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractors shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

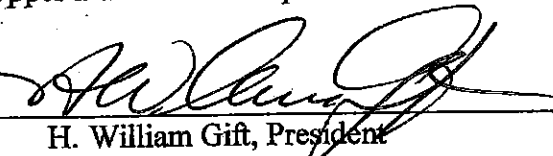
Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

RESOLUTION NO. 1766

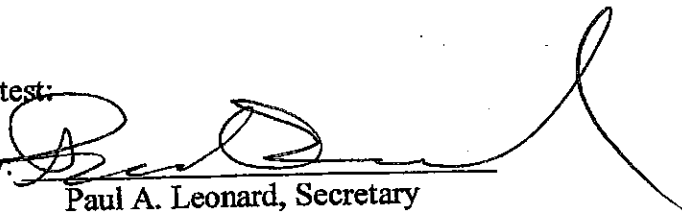
BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the authority of the same, that this Agreement is an authorization to apply Ralumac and Nova Chip in accordance with the specifications provided by the Consortium (Whitpain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

ADOPTED this 10th day of APRIL, 2001.

Board of Commissioners
Upper Dublin Township

By: 
H. William Gift, President

Attest:

By: 
Paul A. Leonard, Secretary

original
sent to
Leonard

RESOLUTION NO. 1767

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 number 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 3, 2000, Jeffrey A. 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;

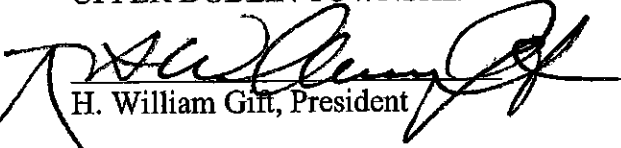
NOW, THEREFORE, BE IT RESOLVED that the compensation paid for duties performed by the Township Engineer effective July 1, 2001 shall be at the following hourly rates:

Principal Engineer	\$ 80.00/hour
Professional Engineer	\$ 76.00/hour
Project Engineer	\$ 72.00/hour
Project Surveyor	\$ 70.00/hour
Registered Landscape Architect	\$ 70.00/hour
Designer	\$ 58.00/hour
Senior Engineering Technician/CAD Operator	\$ 50.00/hour
Senior Engineering Technician/CAD Operator (Premium Time)	\$ 60.00/hour
Engineering Technician	\$ 42.00/hour
Engineering Technician (Premium Time)	\$ 48.00/hour
Administrative Assistant/Office Services	\$ 36.00/hour
Engineering Aide	\$ 30.00/hour
3-Man Survey Corps.	\$108.00/hour
2-Man Survey Corps.	\$ 92.00/hour
3-Man GPS Survey Corps.	\$128.00/hour
2-Man GPS Survey Corps.	\$112.00/hour
Construction Representative/Observer	\$ 44.00/hour
(Overtime – after 4:00 PM & Weekends)	\$ 54.00/hour
Senior Construction Representative/Observer	\$ 52.00/hour
(Overtime – after 4:00 PM & Weekends)	\$ 64.00/hour

ADOPTED this 8th day of May, 2001.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest: 
Paul A. Leonard, Secretary


H. William Gilt, President

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSSIONERS
RESOLUTION NO. 1768

RESOLUTION IN HONOR OF MRS. NANCY GUMINSKI

WHEREAS, Upper Dublin Township Board of Commissioners learned with regret of the resignation from the Environmental Protection Advisory Board of its distinguished member *Nancy Guminski*; and

WHEREAS, *Nancy Guminski* served the Township of Upper Dublin as a member of the Environmental Protection Advisory Board from 1992 to 2001; and

WHEREAS, *Nancy Guminski* continually provided valued input to the regular and routine business of the EPAB from the perspective of a longtime resident of Upper Dublin Township; and

WHEREAS; *Nancy Guminski* as a result of countless volunteer hours researching an effective approach to pest control was instrumental in the adoption by the Township of its Integrated Pest Management Program that serves as a model for other communities, and

WHEREAS; *Nancy Guminski* throughout her tenure on the Environmental Protection Advisory Board fulfilled functions as secretary, historian and archivist for all relevant documents; these have proven to be invaluable in reviewing the intricacies and changes of development plans with potential environmental impacts, and

WHEREAS; *Nancy Guminski* unselfishly shared her energy as a distinguished member of the Environmental Protection Advisory Board,


BE IT THEREFORE RESOLVED, that in appreciation for her contributions, support, and guidance generously given to the Environmental Protection Advisory Board, to Upper Dublin Township, and to the broader general community; the Upper Dublin Township Board of Commissioners hereby enacts this Resolution to be recorded in the official records of the Township to honor the dedicated service of *Nancy Guminski* and to wish her well in all future endeavors.

RESOLVED, this 12th day of June, 2001 at a public meeting of the Upper Dublin Township Board of Commissioners.

By: 

H. William Gift

ATTEST:


Paul A. Leonard, Secretary

No. 1769

DEP Code No.
1-46951-158-3H

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

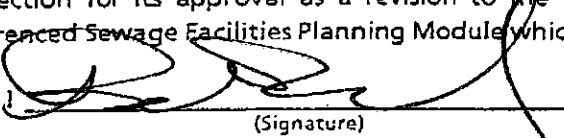
WHEREAS John Eichenlaub, Builder ^{land developer} has proposed the development of a parcel of land identified as Hidden Pines Subdivision _{name of subdivision}, and described in the attached Sewage Facilities Planning Module,

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.


(Signature)

Secretary, UPPER DUBLIN TOWNSHIP

Township Board of Supervisors ~~(Borough Council)~~ ~~(City Councilmen)~~, hereby certify that the foregoing is a true copy of the Township ~~(Borough)~~ ~~(City)~~ Resolution # 1769, adopted June 13, 2001.

Municipal Address:

Upper Dublin Township
801 Loch- Alsh Avenue
Fort Washington, Pa 19034
Telephone 215-643-1600

orig sent w/ application



TOWNSHIP OF UPPER DUBLIN

RESOLUTION 1770

AUTHORIZING THE REIMBURSEMENT OF A PRIOR EXPENDITURE OF FUNDS
FROM THE PROCEEDS OF BONDS TO BE ISSUED FOR THE FINANCING
OF A CAPITAL PROJECT

Recitals

WHEREAS, the Township of Upper Dublin (the "Township") is a political subdivision of the Commonwealth of Pennsylvania and has determined to undertake a capital project consisting of the acquisition of land for open space; (the "Project"); and

WHEREAS, the Township intends to finance some or all 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 made 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 Township that:

1. In accordance with the Treasury Regulations, the Township hereby states its intention that a portion of the proceeds of the Bonds will be used to reimburse itself for expenditures paid for costs of the Project prior to the date of issuance of the Bonds.

All original expenditures to be reimbursed will be capital expenditures and other amounts permitted to be reimbursed pursuant to the Treasury Regulations.

The Township intends to reimburse the original expenditures through the Township's incurrence of debt to be evidenced by the Bonds.

The estimated maximum principal amount of the Bonds to be issued to reimburse the costs of the Project paid prior to their issuance and to complete the Project is \$625,000, including the costs of issuance of the Bonds.

2. Once the Bonds are issued, the Township 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 hereof, except to the extent that such costs constitute preliminary costs within

the meaning of the Treasury Regulations. Such allocation shall specifically identify the actual original expenditure to be reimbursed. Such allocation shall occur not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid.

3. The Bond proceeds used to reimburse the Township for original expenditures will not be used within 1 year after the allocation in a manner that results in the creation of replacement proceeds for the Bonds or for other bonds.

4. The Township will not use the proceeds of the Bonds to reimburse, refinance or refund an original expenditure paid by another obligation (either tax-exempt or taxable).

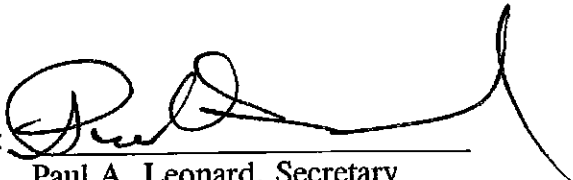
5. This Resolution shall be effective immediately.

6. All resolutions heretofore adopted to the extent the same are inconsistent herewith are hereby repealed.

ADOPTED: June 12, 2001

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST: 
Paul A. Leonard, Secretary

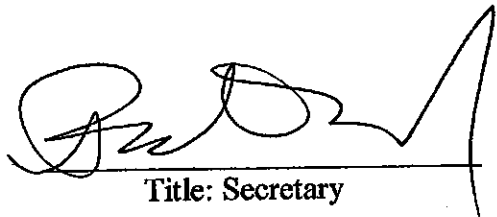
RESOLUTION NO. 1771

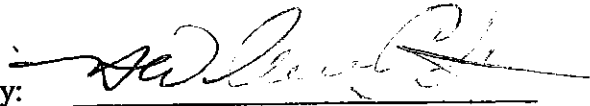
BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township
In Montgomery County, Pennsylvania, that the President be authorized and directed to
sign the attached Traffic Signal Maintenance Agreement and the Secretary be authorized
and directed to attest and seal the same.

Date: 07/10/01

ATTEST:

UPPER DUBLIN TOWNSHIP
Public Body


Title: Secretary

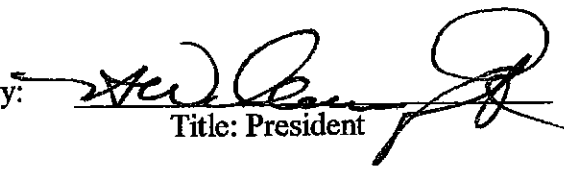
By: 
Title: President

(SEAL)

CERTIFICATION

I, H. William Gift, President of the Upper Dublin Township Board of Commissioners, Montgomery County, Pennsylvania, do hereby certify that the foregoing is true and correct copy of the Resolution duly adopted at a regular (special) meeting of the Board of Commissioners held on July 10 2001.

(SEAL)

By: 
Title: President

Date: 07/10/01

ORIGINAL
SENT TO
PENNDOT.

AGREEMENT NO. _____
FEDERAL ID NO. _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,
And Upper Dublin Township, a political subdivision in the County
of Montgomery , Pennsylvania, by its proper officials,
hereinafter called SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) has been found to be warranted:

- I. Bethlehem Pk and Butler Pk
- II. Limekiln Pk and Susquehanna Rd (East)
- III. Limekiln Pk and Dreshertown Rd/Virginia Dr
- IV. N. Limekiln Pk and Dillon Rd/ Meetinghouse Rd
- V. Limekiln Pk and Susquehanna Rd
- VI. Aerial Fiber-Optic Cable @ Dresher Triangle.

WHEREAS, the cost of installing traffic signals at these
locations is being partially or totally funded with state and/or
federal funds; and,

WHEREAS, traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

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

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

- I. Bethlehem Pk and Butler Pk
- II. Limekiln Pk and Susquehanna Rd (East)
- III. Limekiln Pk and Dreshertown Rd/Virginia Dr
- IV. N. Limekiln Pk and Dillon Rd/ Meetinghouse Rd
- V. Limekiln Pk and Susquehanna Rd
- VI. Aerial Fiber-Optic Cable @ Dresher Triangle.

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such

materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a

contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and

agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Feral Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.


7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

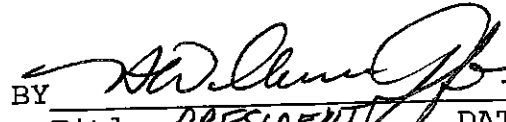
9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

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

ATTEST


Title: SECRETARY
7/10/01
DATE

SUBDIVISION

BY 
Title: PRESIDENT
7/10/01
DATE

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. 064326 is split 80%, expenditure amount of \$2,200,000.00 for federal funds and 20%, expenditure amount of \$5,50,000.00 for state funds. The related federal assistance program name and number is Highway Planning and Construction and 20.205. The state program name and number is Highway and Safety Improvements; appropriation 185.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

KNOCKDOWNS

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 Loop
 Magnetometer
 Sonic
 Magnetic
 Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C"

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the SUBDIVISION agrees to provide, as minimum, the following staff throughout the useful life of the equipment.

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the SUBDIVISION agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The SUBDIVISION agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

- A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
 2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
 3. An ability to supervise subordinate personnel effectively in the assignment of their work.
 4. Possession of a college degree in engineering, which includes course work in traffic engineering.
 5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.
- B. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.

2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **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.
 - 2) **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.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **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.
 - b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. 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.
 - e. 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.
 - f. 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 the Contract except as provided therein.
 - g. 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.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract 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.
 - j. 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 refers to or concern the Contract. 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.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE 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 Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting 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 all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor 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 Contractor's failure to comply with the provisions of subparagraph a above.

EXHIBIT E

RESOLUTION NO. 1772

A Resolution urging Upper Dublin Township's representatives in the Pennsylvania Legislature to support keeping a Montgomery County Congressional District.

WHEREAS, Montgomery County residents have been represented in the United States Congress by a Montgomery County resident ever since the first Congress assembled under our Constitution in 1789;

WHEREAS, a Montgomery County resident, Frederick A. C. Muhlenberg, served as the first Speaker of the United States House of Representatives;

WHEREAS, the local elected Township Commissioners of Upper Dublin Township, Montgomery County, believe that it is in the best interests of Upper Dublin's residents to be represented in the United States Congress by a resident of Montgomery County;

WHEREAS, the local elected Township Commissioners of Upper Dublin Township, Montgomery County, believe that Montgomery County should continue having representation of its own in the United States House of Representatives; and

WHEREAS, according to the latest census, Montgomery County's population is more than sufficient to warrant a representative in the United States House of Representatives;

THEREFORE, BE IT RESOLVED:

The Upper Dublin Township Board of Commissioners goes on record as supporting only a congressional redistricting plan which provides one congressional seat whose borders are, as much as possible, entirely within Montgomery County, and urges its representatives in the Pennsylvania Legislature to vote accordingly.

Unanimously adopted this 10th day of July, 2001.

**BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP**

By: 

H. William Gift, President

Attest: 

Paul Leonard, Secretary

RESOLUTION
NO. 1723

**RESOLUTION TO GRANT APPROVAL
OF THE PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
OF 270 COMMERCE DRIVE ASSOCIATES, L.P.
FOR 270 COMMERCE DRIVE**

WHEREAS, 270 Commerce Drive Associates, L.P. (hereinafter "Developer") submitted an application for Preliminary/Final Plan Approval for 270 Commerce Drive to Upper Dublin Township (hereinafter "Township") on April 16, 2001.

WHEREAS, the subject property known as "270 Commerce Drive" (hereinafter "Property") consists of approximately 8.577 acres situated in an Employment Center ("EC") zoning district at 270 Commerce Drive where Commerce Drive passes underneath Pennsylvania State Route 309, and the Property has Commerce Drive on its southwest boundary and State Route 309 on its northwest boundary, and the Property is designated as Tax Parcel Number 54-00-04402-00-8, Block 049, Unit 092; and

WHEREAS, Developer is the owner of said Property; and

WHEREAS, Developer submitted a Land Development Plan set prepared by Momenee and Associates of Bryn Mawr, Pennsylvania including drawing numbers 1 through 9 plus LP1 and LP2 dated April 16, 2001 with the most recent revision date of July 27, 2001 incorporating review comments of the Township (hereinafter together "Site Plans"); and

WHEREAS, the proposed Land Development is to reconstruct an existing parking area of 454 spaces to provide up to 580 spaces with landscape islands, new lights, and green space around an existing building containing 96,545 square feet of floor area in a 70,586 square-foot building footprint; and

WHEREAS, the existing impervious surface coverage is 275,056 square feet or 73.6% of the site and the district maximum impervious coverage for new construction is 60% for office uses and 65% for other uses; and

WHEREAS, the Property is presently non-conforming in regard to impervious surface area and will remain non-conforming after the proposed land development reduces the impervious surface coverage by 5.6% to 254,083 square feet or 68.0% of the site; and

WHEREAS, recognizing the minimum number of required parking spaces is approximately 378, Developer agrees to further reduce the impervious surface coverage by holding 68 of the 580 proposed parking spaces in reserve until such time as the spaces are necessary to accommodate the parking requirements of the building situated on the Property; and

WHEREAS, Developer agrees to execute a Declaration of Covenants regarding reserve parking declaring that 68 of the 580 proposed parking spaces are to be held in reserve until they are authorized for construction pursuant to the Township Engineer's written confirmation that on-site parking at the Property is insufficient to satisfy building requirements or after written notice to the owner from the Township Zoning Officer; and

WHEREAS, the Township Zoning Hearing Board on May 21, 2001 granted a variance from the requirements of §§255-140 and 255-141 of the Upper Dublin Township Zoning Ordinance to permit reconstruction of the parking area at the Property with parking spaces of nine (9) feet by eighteen (18) feet in size, the dimensions of which are smaller than required by the Ordinance; and

WHEREAS, the Township Zoning Hearing Board on May 21, 2001 interpreted the Upper Dublin Township Zoning Ordinance to require travel lanes of twenty-five (25) feet in width only at the two entrances to the Property from Commerce Drive and the Developer agrees to provide such entrance travel lanes; and

WHEREAS, Developer is seeking Preliminary/Final Land Development approval for the Property; and

WHEREAS, Developer, by its attorney's letter dated July 9, 2001, agreed to extend the statutory deadline for the Site Plans to be reviewed under the Municipalities Planning Code, Section 508 to August 14, 2001; and

WHEREAS, based on reviews by the Montgomery County Planning Commission, Township Engineer, Township Sewer Engineer, Township Public Works Director, Township Code Enforcement Officer, and various Township Advisory Boards, and on representations made during the land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners finds it appropriate to grant conditional preliminary/final land development approval for the Property in accordance with the Site Plans.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby grant preliminary/final land development plan approval for 270 Commerce Drive provided that all development shall be in accordance with the Site Plans and the following conditions:

1. Developer shall enter into a Development Agreement with the Township, which Agreement shall incorporate the understandings set forth in this Resolution.

2. Developer shall execute a Declaration of Covenants declaring that 68 of the 580 proposed parking spaces are to be held in reserve until they are authorized for construction pursuant to the Township Engineer's written confirmation that on-site parking at the Property is insufficient to satisfy building requirements or after written notice to the owner from the Township Zoning Officer.

3. Prior to any construction, Developer will post escrows in a form satisfactory to the Township to cover the cost of public improvements including but not limited to stormwater

management, erosion and sediment control, landscaping and other reasonable work required by the Township.

4. Prior to any construction, Developer will provide the Township with a minimum of ten (10) complete plan sets for construction purposes.

5. Developer shall execute an easement for all utilities on the Property in favor of the Township to be used by the Township at its discretion should access to any storm sewer, sanitary sewer or other utility easements become necessary for the purpose of emergency access or maintenance.

6. None of the on-site improvements to be constructed by Developer according to the Site Plans, including sanitary sewer, storm sewer, curbing, sidewalk, paving, parking or roadways are intended to be dedicated to the Township.

7. Any and all site frontage improvements along Commerce Drive including curb, widening, drainage and traffic system improvements (which may include but may not be to striping, signals, signage and wiring) are intended to be dedicated to the Township or other agency having jurisdiction.

8. Developer shall address and comply with all comments in the Township Engineer's Review Letter dated August 6, 2001, a copy of which is attached hereto as Exhibit "A".

9. Developer shall address all comments in the Township Sewer Engineer's Review Letter dated July 20, 2001, a copy of which is attached hereto as Exhibit "B".

10. Developer agrees that all traffic improvements will be constructed according to Township performance standards, and all associated equipment will be installed according to Township and PADOT standards.

11. Prior to construction, Developer will obtain all required permits and/or approvals only from those agencies authorized to grant such approvals. A list of permits, reviews, and approvals, not necessarily exhaustive, is provided in the Township Engineer's Review Letter dated August 6, 2001, a copy of which is attached hereto as Exhibit "A."

12. The Board of Commissioners agrees to waive the following provisions of the Township Subdivision and Land Development Ordinance ("SO") and the Township Stormwater Management Ordinance ("SMO") as requested by Developer, and all waivers shall be noted on the Record Plans:

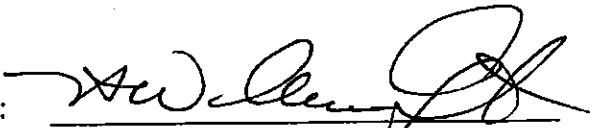
- a. SO 212-17.C, requirement that parking areas shall not exceed thirty-six (36) spaces and that separate parking areas be physically separated by ten-foot (10') planting strips.
- b. SO 212-17.F, requirement that individual parking spaces shall not be less than nine and one half (9.5) feet in width and nineteen (19) feet in length.
- c. SO 212-17.I, requirement that parking lot dimensions shall be no less than those specified in the dimension table.
- d. SO 212-19.A, requirement for concrete curbs to be installed along parking areas.
- e. SO 212-32.F(1), requirement for street trees. Eleven (11) street trees exist at the time of this Resolution.
- f. SO 212-32.F(2), requirement for softening buffer. This is a partial waiver for the north and northeast property lines due to existing conditions.
- g. SO 212-32.F(4)(a), requirements for parking area landscaping. This is a partial waiver from the requirement for fifty-nine (59) shade trees to be planted on the Property under this section. The Developer agrees to plant fifty-five (55) shade trees

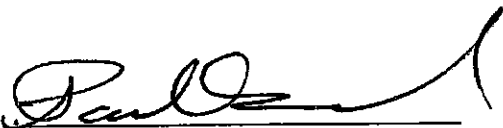
on the Property and to provide another four (4) trees to the Township for the Township's use in other locations.

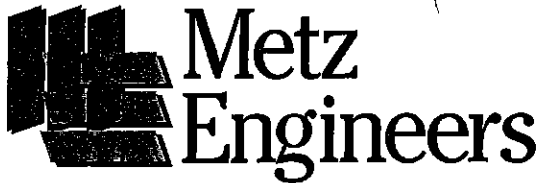
- h. SO 212-32.F(4)(b), requirement for ten percent (10%) of parking area to be green space.
- i. SO 212-32.F(4)(c), requirement for a maximum of fifteen (15) parking spaces in a row without a fifteen-foot (15') landscaped buffer.
- j. SO 212-32.F(4)(d), requirement for concrete curbing along all landscape islands.
- k. SO 212-32.F(4)(e), requirement for fifteen-foot (15') continuous landscape island every one hundred twenty (120) feet.
- l. SO 212-32.F(6), requirement for individual lot landscaping. This is a partial waiver from the requirement for twenty (20) shade trees to be planted on the Property under this section. The Developer agrees to plant eighteen (18) shade trees on the Property and to provide another two (2) trees to the Township for the Township's use in other locations.

RESOLVED, this *14th* day of *AUG*, 2001 at a public meeting.

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

BY: 
H. William Gift, President

ATTEST: 
Paul A. Leonard, Secretary



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.
 Walter E. Hunley, P.L.S.
 Paul D. Erffe, P.E.
 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

August 6, 2001

Board of Commissioners
 Upper Dublin Township
 801 Loch Alsh Avenue
 Fort Washington, PA 19034

RE: 270 Commerce Drive - UD01.004
 Land Development Plan

Dear Members of the Board:

We have reviewed the Land Development Plan set as prepared by Momence & Associates with regard to Chapter 212 – Upper Dublin Township Subdivision and Land Development Ordinance, Chapter 255 – Upper Dublin Township Zoning Ordinance, Chapter 206 – Upper Dublin Township Stormwater Management Ordinance, Chapter 99 – Upper Dublin Grading Ordinance, Upper Dublin Township Engineering and Construction Standards and Improvements Procedures (ECSIP) and principles of currently accepted engineering practice. The ninety (90) day review requirement ends on August 14, 2001. The following comments are offered for your consideration:

Plans Submitted:

<u>Drawing No.</u>	<u>Description</u>	<u>Date</u>	<u>Last Revision</u>
1 of 9	Illustrative Site Plan	4/16/01	7/10/01
2 of 9	Record Plan	4/16/01	7/10/01
3 of 9	Existing Features/Tree Survey Plan	4/16/01	7/10/01
4 of 9	Demolition Plan	4/16/01	7/10/01
5 of 9	Grading and Utility Plan	4/16/01	7/27/01
6 of 9	Erosion & Sedimentation Control	4/16/01	7/10/01
7 of 9	Lighting Plan	4/16/01	7/10/01
8 of 9	Construction Details	4/16/01	7/10/01
9 of 9	Construction Details	4/16/01	7/10/01
LP 1	Landscape Plan (by Glackin Associates, Inc.)	4/23/01	6/14/01
LP 2	Landscape Details (by Glackin Associates, Inc.)	4/23/01	6/14/01

Herbert H. Metz, Inc. Since 1912

EXHIBIT "A"

Reports Included with this Submission

Hydrologic Study dated June 15, 2001.

Description of Proposed Development

The proposed Land Development is to reconstruct the existing parking area of 454 spaces to provide 580 spaces with landscape islands, new lighting and new green space around the building. Sixty-eight (68) spaces are shown to be held in reserve. The building contains 94,348 square feet of floor area in a 70,586 square-foot building footprint. No changes to the building are proposed. Public water and sewer are provided.

Zoning Ordinance – Chapter 255

1. No additional building area is proposed; however, the parking increase from 454 to 580 spaces suggests additional employee trips will be generated. What impact will this have on Commerce Drive? ZO 255-114.
2. The existing impervious coverage shown is 275,056 square feet, 73.6% of the site. The proposed impervious coverage is 254,083 square feet (68.0%) for a reduction of 5.6%. The district maximum impervious coverage for new construction is 60% for office uses and 65% for other uses, both of which are exceeded. We defer to the Code Enforcement Official's determination as to an existing non-conforming condition. Where feasible, pervious paving surfaces shall be used.
3. Parking provided is 580 spaces or 6.0 spaces/1000 square feet, exceeding the ordinance requirement of 4 spaces per 1000 square feet. ZO 255-135.C.5. A total of sixty-eight (68) spaces are shown to be reserved, the last aisle to the Northeast along Laneko Engineering Corporation. We defer to the Township's solicitor's judgement on appropriate wording of the reserve parking.
4. Total number of handicapped spaces shown is 12. We defer to the Code Enforcement Official's review. ZO 255-141.1.

Subdivision Ordinance – Chapter 212

1. **Waivers of the Subdivision and Land Development Ordinance requested:**
 - a. Separate parking areas exceeding 36 cars without a 10 foot planting strip. 212-17.C.
 - b. Parking space dimensions of 9.5 feet x 19 feet. SO 212-17.F.
 - c. Parking lot dimensions. SO 212-17.I.
 - d. Concrete curbs installed along parking areas. SO 212-19.A.

2. Landscape ordinance **waivers** requested:

- a. Street trees, due to existing conditions. SO 212-32.F(1). Eleven (11) street trees exist.
 - b. Softening buffers, due to existing conditions (partial waiver) along north and northeast property lines. SO 212-32.F(2).
 - c. Parking area landscaping, partial waiver, SO 212-32.F(4). Fifty-five (55) shade trees are proposed in lieu of fifty-nine (59) required. In lieu of a waiver, the four (4) trees should be donated to Upper Dublin Township.
 - d. Ten percent (10%) of parking area to be green space. SO 212-32F4(b).
 - e. Maximum of 15 spaces in a row without a 15' landscaped island. SO 212-32F.4.(c).
 - f. Concrete curbing around all islands. SO 212-32.F.4.(d).
 - g. Fifteen-foot (15') continuous island every 120 feet. SO 212-32F.4.(e).
 - h. Individual lot landscaping, partial waiver due to limited planting area. SO 212-32.F(6). Eighteen (18) trees are proposed in lieu of twenty (20) trees required. In lieu of a waiver, the two (2) trees should be donated to Upper Dublin Township.
3. A detailed cost estimate for landscaping per SO 212-32.E.1(d) is required with final plan submission.
4. A transportation impact study may be required by the Board of Commissioners per SO 212-55.1B(2).

Stormwater Management Ordinance – Chapter 206

Detailed reviews will be addressed directly with the developer's engineer. An underground detention area has been provided further reducing stormwater runoff approximately ten percent from pre-development conditions. Comments are as follows:

1. Grading for the new landscape islands should be at grade or depressed to allow the surface flows to filter out surface pollutants during the initial parts of a storm.
2. Grading along the rear of the building can be altered slightly to form a swale in the grass area between the building rear and the parking area, thereby allowing surface filtration to occur prior to the drainage flow entering the stormwater management area. A new wearing course had been indicated to be installed.
3. The Hydrologic Study submitted should include a general project design portion, summary of stormwater management controls, use of BMPS, and drainage areas. According to the designer, previous paving is contra-indicated.
4. Provide a summary of required maintenance procedures and timing of the same.

General Engineering and Drafting Comments - ECSIP

1. Owner/developer must comply with the provisions of Article VII – Improvement Construction Requirements, Subdivision Ordinance Section 212-49 by providing a proper guarantee for the construction of all requirement improvements referenced herein shown on the approved plans or within conditions of permits and approvals of the applicable regulatory agencies. Provide all required cost estimates, legal descriptions, permits and approvals for review prior to final approval.
2. Owner/developer must comply with the provision of Article VII Sections 212, 50 through 55, inclusive regarding release from liability, public utilities and laterals, inspections, modifications, fees and costs and conditions of acceptance.
3. The developer is required to enter into an agreement with Upper Dublin Township regarding the allocation of existing sanitary sewer EDU's (equivalent dwelling units), computation of proposed additional EDU's, and annual re-assessment by way of water records or other means as defined by Upper Dublin Township. SO 212-26.
4. Upon resubmission, the applicant's engineer should put together a letter, which addresses how each of the following comments has been addressed, and where each can be found in the plan set. Changes that have been made to the plans that are unrelated to the review comments must be identified in the response letter. This will help expedite the review.
5. Construction detail and minor drafting comments have been forwarded under separate cover.

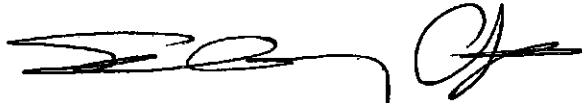
Permits, Reviews and Approvals:

1. Upper Dublin Township Sewer Permits, Fees and Agreements.
2. Upper Dublin Township Public Works Department review.
3. Upper Dublin Township Parks and Recreation Department review.
4. Upper Dublin Township Environmental Protection Advisory Board review.
5. Upper Dublin Township Planning Agency Advisory Board review.
6. Upper Dublin Township Shade Tree Commission review and approval.
7. Upper Dublin Township Traffic Engineer – Orth Rodgers.
8. Upper Dublin Township Fire Marshall.
9. Montgomery County Planning Commission review.
10. Montgomery County Conservation District
- Erosion and Sediment Control Plan Approval

Page 5 of 5
Board of Commissioners
270 Commerce Drive -- UD01.004
August 6, 2001

Please feel free to call should you have any questions regarding this review.

Sincerely,



Jeffrey A. Wert, P.E., PLS
Township Engineer

JAW/dkg

cc: Paul A. Leonard, Upper Dublin Township Manager
Richard Barton, Code Enforcement
Chuck Oyler PE, Public Works Director
Gilbert High, Esq., Township Solicitor, via fax #610-275-5290
Kenneth Heydt, P.E., Carroll Engineering Corporation
Montgomery County Planning Commission
Israel Milner, Environmental Protection Advisory Board
Charles Haering, Planning Agency Advisory Board
Shade Tree Commission
Adrienne Eiss, Orth-Rodgers & Associates, Inc.
Chief Terry Thompson, Upper Dublin Police Department
O'Neill Properties, via fax #610-337-5599
Momenee & Associates, Applicant's engineer via mail & fax #610-527-9008
Glackin Associates, via fax #610-356-8055
Trio Associates, via fax #610-989-1708



Carroll Engineering Corporation

JUL 23 2001

July 20, 2001

Paul A. Leonard, Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Dear Mr. Leonard:

Subject: 270 Commerce Drive (Tax Block 49 Unit 92)

This office has reviewed the Preliminary Plan submission for a proposed parking lot expansion at 270 Commerce Drive. The plan consists of 11 sheets. Sheets 1 through 9, last revised July 10, 2001, are prepared by Momenee Associates, Inc., of Bryn Mawr, PA. Sheets LP-1 and LP-2, last revised June 14, 2001, are prepared by Glackin Associates, Inc. of Newtown Square, PA.

The project site contains 8.577 acres that is occupied by a building covering a footprint of 70,586 square feet and with a gross floor area of 96,545 square feet. A parking lot expansion is proposed which would increase capacity from 454 to 580 vehicles. In addition, several new entrances are proposed along the perimeter of the building. Wastewater from this project is tributary to the Delaware Drive Interceptor, and will be treated at the Upper Dublin Wastewater Treatment Plant.

This is the second submission to Carroll Engineering Corporation for this project, and our comments are as follows:

1. An existing 6" DIP sanitary sewer lateral is identified on the Grading and Utility Plan (Sheet 5). A sampling manhole is proposed over this lateral. The existence of only one lateral should be confirmed with submission of a copy of original building plans. Alternatively, if plans are not available, a note should be added requiring performance of a flow/dye test following installation of the sampling manhole that would verify flow from all facilities within the building enter this lateral. If the test reveals an additional building sewer exists, further investigation must be performed to locate the pipe and an additional sampling manhole must be installed over that lateral as well.
2. The required depth of the sampling manhole is unknown since depth of the lateral is not indicated on the plans. A note should be added to the Grading and Utility Plan that requires the contractor to perform a test excavation over the lateral to determine depth and to verify pipe size and material prior to ordering the precast manhole structure. This will confirm the required height of the base section and riser section and will ensure that the proper pipe to manhole gasket size will be precast into the manhole walls.

Today's Commitment To Tomorrow's Challenges

Paul A. Leonard, Township Manager

Page 2

July 20, 2001

3. The sampling manhole detail should be modified to call for the frame to be fastened to the cone section or lid with anchor bolts and for use of concrete grade rings beneath the manhole frame and not brick as is currently indicated. In addition, we recommend joints between the manhole riser sections and between the concrete grade rings be sealed with a double ring of plastic joint sealant compound, "Butyl Lok" as manufactured by A-Lok Products, Inc or equal (in lieu of the rubber gasket proposed); with regard to the riser sections, the sealant would be placed on both the inside and outside flanges of the manhole section groove before lowering the precast unit in place. Furthermore, an interior coating should be specified for the sampling manhole, consisting of Pennsbury 54 series HB 54-W-23 White.
4. Comments 2 and 3 from our previous review letter of June 7, 2001 must still be addressed.
5. A Pennsylvania One Call serial number is provided on the plan submission. However a Utility User's List should still be added to the plans as noted under comment 4 of our previous review letter.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Kenneth E. Heydt, P.E.
Executive Vice President

LPB/KEH:cam

Enclosures

cc: Charles F. Oyler, P.E., Public Works Director, UDT
Richard Barton, Code Enforcement Officer, UDT
Gilbert High, Esquire, High, Swartz, Roberts & Seidel
Jeffrey Wert, P.E., Metz Engineers
Kevin R. Momenee, P.E., Momenee and Associates, Inc. (w/Enclosures)
Michael Trio, AICP, Trio Associates, Inc.

DESIGNATION OF AGENT

RESOLUTION 1774

BE IT RESOLVED Board of Commissioners OF Upper Dublin Township
(Governing Body) (Public Entity)

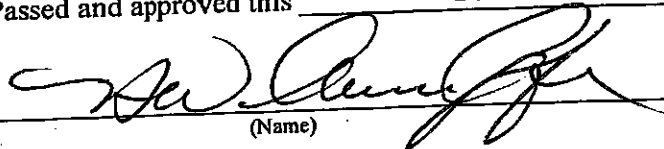
THAT Paul A. Leonard, Township Manager
(Name) (Title)

is hereby authorized to execute for and in behalf of

Upper Dublin Township

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 14th day of August, ~~20~~ 2001.



President, Board of Commissioners
(Title)

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

(Name)

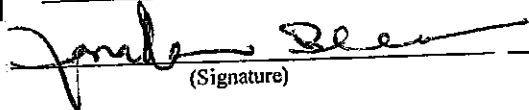
CERTIFICATION

I, Jonathan Bleemer, duly appointed and Assistant Township Manager
(Name) (Title)

of Upper Dublin Township, 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 Upper Dublin Township on the 14th day of August ~~20~~ 2001.



Assistant Township Manager
(Official Position)

August 14, 2001
(Date)

(Signature)

RESOLUTION NO. 1775

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 Township, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

ADMINISTRATION – 12.5 cubic feet
Manager's Office – Various Bids, 1986, 1987, 1988 and 1989.
Miscellaneous Administration Files

PERSONNEL – 5 cubic feet
Worker's Compensation Claims – 1996 and prior. Four years after signing final settlement receipt of claim.

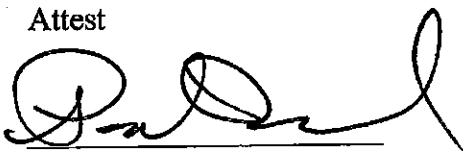
Ethics Commission Statements – 1995 and prior.

INSURANCE – 5 cubic feet
Insurance Claims and Policies 1994 and prior providing all claims have been settled.

PUBLIC WORKS – 12.5 cubic feet
Director's Office – Various Applications/Licenses/Permits 1998 and prior.
Complaints and Notifications of Hazards 1999 and prior.
Various Maintenance Records 1996 and prior.
Obsolete Maps.
Miscellaneous Administrative Files.

Signed this 11th day of SEPT A.D. 2001

Attest


Paul A. Leonard, Secretary

Township of Upper Dublin
Board of Commissioners


H. William Gift, President

RESOLUTION NO. 1776

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR PUBLIC STREET AS SHOWN ON APPROVED
SUBDIVISION PLAN OF FLORENCE A. FOOTE**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from GEORGE T. POPPER, INC. (hereinafter "Grantor") a Deed of Dedication for a public street (hereinafter together "Street"), being a widened portion of Limekiln Pike, more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Florence A. Foote showing the said Street which Subdivision Plan was prepared by Richard G. Rauch, Professional Engineer, dated February 20, 1997, as last revised July 19, 1997, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania at Plan Book A57, page 118 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication so that the Street 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 Street more fully described in Exhibit "A" attached hereto, is accepted.
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.
3. The public street as described in the attached Exhibit shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 11th day of SEPT, 2001.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

ud\dev\foot\accept.res

STREET DEED OF DEDICATION

THIS DEED OF DEDICATION made this *22* day of *August*, A.D., 2001, between GEORGE T. POPPER, INC., 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, Grantee.

W I T N E S S E T H:

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, it's successors and assigns, an easement and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania described as set forth in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the aforesaid easement 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 a public road, street or highway, 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 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 physical grading of said street 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 nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street 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 successors and assigns, that the said easement and the right-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 the day and year first above written intending to be legally bound.

Attest:

GEORGE T. PROPPER, INC.



W. J. Byrd

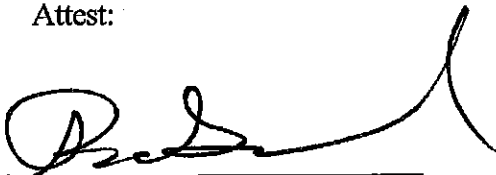


By: George T. Propper, President

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin the 11th day of SEPT A.D. 2001.

Attest:

COMMISSIONERS OF TOWNSHIP OF
UPPER DUBLIN



Paul A. Leonard, Secretary



By: H. William Gift, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the 22 day of August, A.D., 2001, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared George T. Popper, who being duly sworn according to law, says that he is the President of GEORGE T. POPPER, INC. and executed the foregoing instrument as the act and deed of the corporation, being duly authorized to do so, for the purposes therein mentioned.

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


Notary Public

Notarial Seal
Harold J. Bythrow, Notary Public
Cheltenham Twp., Montgomery County
My Commission Expires Nov. 15, 2003
Member, Pennsylvania Association of Notaries

June 21, 2001

UD97.004

Upper Dublin Township

**Limekiln Pike Ultimate Right-Of-Way
lands of Florence A. Foote**

ALL THAT CERTAIN strip of land or portion of roadway situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a proposed right-of-way on a Subdivision Plan, prepared for Florence A. Foote, by Richard G. Rauch, Professional Engineer, Registered Surveyor, Abington, Pennsylvania, dated February 20, 1997, last revised July 19, 1997, said plan recorded in Plan Book A57, Page 118 and being more fully described as follows:

BEGINNING at a point on the centerline of Limekiln Pike (50' wide legal right-of-way), said point being a common corner of lands of Florence A. Foote (Lot 1 on said plan, taxmap block 10, unit 20) and N/L Andrew & Helen Pucetas (taxmap block 20, unit 19), and being located South $15^{\circ}37'10''$ East, 518.41 feet from the centerline of Kirk's Lane (33' wide) as shown on said plan; thence, extending along said Pucetas lands North $40^{\circ}19'00''$ East, 48.29 feet to an iron pipe found on the easterly ultimate right-of-way line of said Limekiln Pike (40' from the centerline thereof); thence, extending on and through said Foote lands South $15^{\circ}37'10''$ East, 241.43 feet to an iron pipe found in the line of lands of N/L Blue Ridge Real Estate (block 10, unit 72); thence, extending along said Blue Ridge lands the two following courses and distances; 1) South $40^{\circ}19'00''$ West, 16.47 feet to a point; 2) North $50^{\circ}55'00''$ West, 45.62 feet to a point in the aforementioned centerline of Limekiln Pike; thence, extending along said centerline North $15^{\circ}37'10''$ West, 186.37 feet to a point, said point being the point and place of beginning.

CONTAINING 0.2051 acres (8,933 Sq. Ft.) of land, be the same more or less.

EXHIBIT "A"

RESOLUTION NO. 1777

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR UTILITY, DRAINAGE, AND CONSTRUCTION EASEMENTS
OFFERED BY DEAN LEONETTI, POWER OF ATTORNEY FOR
VINCENT J. AND FRANCES R. LEONETTI
ACCORDING TO PLAN BY METZ ENGINEERS**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Vincent J. and Frances R. Leonetti (hereinafter "Grantor") Deeds of Dedication for Easements, more fully described in Exhibits "A" and "B" attached hereto, identified and to be known as follows:

- A. Proposed Twenty-five Foot Wide Utility and Drainage Easement
- B. Temporary Variable Width Construction Easement

and;

WHEREAS, the Township of Upper Dublin intends to install, maintain, and repair sanitary sewer and surface water drainage systems in the North Hills community of the township to benefit the public health and welfare; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the sanitary sewer and surface water drainage systems may be installed to benefit the public.

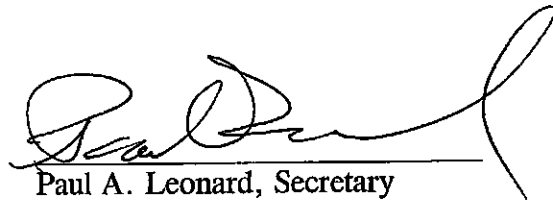
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:


1. The Deeds of Dedication offered to the Township for the Easements more fully described in the Exhibits attached hereto are accepted.
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 with the Recorder of Deeds, Montgomery County, Pennsylvania.

RESOLVED, this 13th day of NOVEMBER 2001

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
H. William Gift, President

ud\projects\north hills\accept.res.leonetti

RESOLUTION NO. 1778

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2002.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2002 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 2002 budget was advertised as required by law and presented at public workshops on November 7, 2001, and on November 14, 2001, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 20, 2001, November 28, 2001, and December 4, 2001, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2002;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibits, for fiscal year 2002.

ADOPTED this 11th day of December 2001.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

H. William Gift, President

ATTEST: 

Paul A. Leonard, Secretary

**TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION

1779

WHEREAS, because of the tragedy that has befallen our country due to the events of September 11, 2001, and the obligation of all citizens to aid in the protection of our country and its values from those who would deprive us of them; and

WHEREAS, in these unique times, the Board of Commissioners desires to specially recognize and support its employees who are military reservists currently on duty, or about to be activated for Operation Enduring Freedom; and

WHEREAS, the Board has identified a total of three Township employees who are military reservists, one of whom has already been activated; and

WHEREAS, the Board is committed to supporting its employees and their families from financial and other hardships while on duty during Operation Enduring Freedom.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin hereby establishes a compensation program that extends the compensation and benefits of its employees who are called to active duty in Operation Enduring Freedom. This compensation program is as follows:

From the first day used of military leave the reservist will be provided 15 days (120 hours) of paid military leave in addition to the standard 120 hours of paid military leave required by law.


Once this additional 120 hours of the reservist's military leave is exhausted, the reservist will be paid the difference of his/her gross military pay and his/her annual base wage of Township pay until the date upon which the employee is released from active duty, or for the period of one year from the date the reservist's active duty commences, whichever shall first occur.


The reservist's current paid healthcare coverages for the employee and his/her family will remain in effect until the release of the employee from active duty, or for the period of one year from the date the reservist's active duty commences (at which time the employee may continue health benefits as provided by COBRA), whichever shall first occur.

APPROVED by the Board of Commissioners of the Township of Upper Dublin this 11 day
of DECEMBER, 2001.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN

ATTEST:


PAUL A. LEONARD, SECRETARY


H. WILLIAM GIFT, PRESIDENT

RESOLUTION NO. 1780

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A SANITARY SEWER EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
525 HIGHLAND AVENUE**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from JAMES B. KRAVITZ (hereinafter "Grantor") a sanitary sewer easement (hereinafter "Sanitary Sewer"), more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Sanitary Sewer and other Improvements which Subdivision Plan was prepared by D. S. Winokur Associates, Inc., dated September 14, 2000, as last revised October 12, 2001, bearing Plan No. 7170.00-MINORSUB and recorded on November 21, 2001, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A60, page 274 (hereinafter referred to as the "Recorded Plan"); and

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

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Sanitary Sewer so that it 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 Sanitary Sewer Easement offered to the Township as more fully described in Exhibit "A" attached hereto, is 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 Sanitary Sewer Easement;
- 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 November 21, 2001, covering the cost of the required improvements and professional fees;

- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of the Developer's Agreement;
- 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 Sanitary Sewer Easement and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.


RESOLVED, this 11th day of *DECEMBER* 2001

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

By: 

H. William Gift, President

RESOLUTION NO. 1781

**RESOLUTION TO OFFER DEED OF DEDICATION
AND ASSIGNMENT OF SANITARY SEWER EASEMENTS
TO THE BUCKS COUNTY WATER AND SEWER AUTHORITY**

WHEREAS, the Board of Commissioners of Upper Dublin Township has heretofore approved the sale of its sanitary sewer collection and treatment facilities to the Bucks County Water and Sewer Authority; and

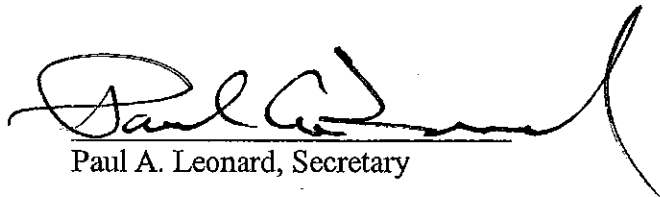
WHEREAS, the said facilities include certain pipes, manholes, and collection facilities within easements granted to the Township by various property owners; and

WHEREAS, the said facilities also include sanitary sewer collection facilities on lands of the Township wherein easements must be created.

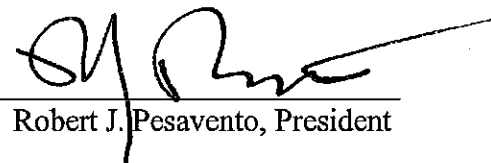
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby authorize its proper officers to execute a Deed of Dedication and Assignment of Easements to the Bucks County Water and Sewer Authority in a form substantially similar to that which is attached to this Resolution, conveying to the said Authority at the time of settlement on the sale of the Township's sanitary sewer collection and treatment facilities to Bucks County Water and Sewer Authority, and contingent thereon, all of the Township's right, title and interest to construct and maintain sanitary sewer collection facilities within the said easements, but reserving to the Township all other rights and privileges it may have in the said properties.

RESOLVED, this 15th day of January, 2002.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

**DEED OF DEDICATION AND
ASSIGNMENT OF SANITARY SEWER EASEMENTS**

THIS INDENTURE AND ASSIGNMENT made this _____ day of December, 2001, between TOWNSHIP OF UPPER DUBLIN, a First Class Township , 801 Loch Alsh Avenue, Fort Washington, PA ("Grantor") and the BUCKS COUNTY WATER AND SEWER AUTHORITY ("Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of One Dollar (\$1.00) to Grantor in hand paid, together with other good and valuable consideration, does hereby quitclaim, set over and assign to Grantee, its successors and assigns:

ALL THOSE certain easements through, upon, over and under certain parcels of land more fully described in those certain easement agreements set forth on Exhibit "A" attached hereto and incorporated herein by reference, which agreements were heretofore received by the said Grantor and are herewith assigned to Grantee, together with all Grantor's right, title and interest in the said easements insofar as they convey to Grantor the right to construct and maintain therein a sanitary sewer conveyance system;

RESERVING UNTO the said Grantor all of the right and privilege to make all other use of the said easements granted unto it, the said Grantor, other than the right to construct and maintain a sanitary sewer conveyance system.

AND FURTHER the said Grantor, for like consideration, by these presents does grant, bargain, sell and convey and assign to Grantee, its successors and assigns, the following four easements (referred to hereinafter collectively as the "Easements"):

1. Easement for sewer pumping station gravity sewer and force main, Block 13, Unit 14 (Burn Brae Park), more fully described in Exhibit "B" attached hereto and incorporated herein by reference; and
2. Easement for sewage pumping station and force main, Block 12, Unit 14 (Twining Valley Golf Course), more fully described in Exhibit "C" attached hereto and incorporated herein by reference; and
3. Easement for sanitary sewer Block 8H, Unit 36 (Holly Hill Open Space, more fully described in Exhibit "D" attached hereto and incorporated herein by reference; and

4. Easement for Rapp Run Interceptor (portion) Block 51A, Unit 51 (Mondauk Manor Open Space), more fully described in Exhibit "E" attached hereto and incorporated herein by reference.

TOGETHER WITH the free use, liberty and privilege of and upon the Easements to build, construct and maintain a sanitary sewer collection system, with full rights of ingress and egress for all lawful purposes of the Grantee in the provision of sanitary sewage collection services, along with the full right, title and interest in and to all sanitary sewage collection facilities located within the Easements, including manholes, pipes, lines, laterals and other facilities located within the Easements as herein described, as well as the full right in the sole discretion of the Grantee to excavate within the Easements for the purpose of maintaining, repairing, installing, removing, replacing and enlarging any part or portion of the sanitary sewage collection facilities, including manholes, pipes, lines laterals and other facilities, either now existing or hereafter constructed within the Easements, subject only to the duty to restore the Easements to the same condition it was in at the time of commencement of such work by Grantee or on its behalf, and subject to any limitation contained herein.

RESERVING UNTO the said Grantor, its successors and assigns the right and privilege to make all other proper of the properties across which the said Easements shall extend except as would unreasonably interfere with the grant herein.

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 or will at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for on by reason of the conveyance of Easements herein.


AND THE SAID Grantor, for itself, its successors and assigns, by these presents further covenants, promises an agrees to and with the said Grantee, its successors and assigns, that neither the said Grantor, nor its successors and assigns, shall or will, at any time hereafter, build, install, construct, plant or locate any temporary or permanent buildings or structures, or any trees, shrubs or other landscaping, which will unreasonably interfere with the Grantee's right and privilege to maintain the said sanitary sewer collection facilities within the Easements.

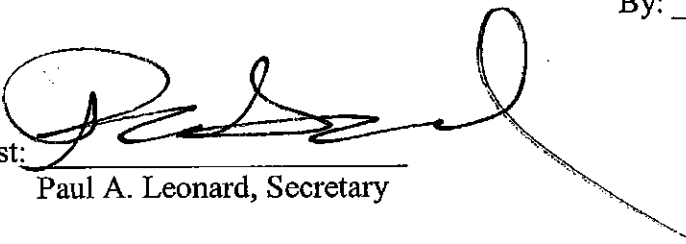
AND THE SAID Grantor, for itself, its successors and assigns, by these presents further covenants, promises and agrees to and with the said Grantee, its successors and assigns, that the Easements above described and conveyed unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, or it, them, or any of them, shall and will forever warrant and defend.

TO HAVE AND TO HOLD perpetually unto the Grantee, its successors and assigns, the Easements, together with the right and privilege at any and all times to enter the Easements or any part thereof, for the purpose of constructing, reconstructing, repairing, inspecting, removing, enlarging, replacing, or maintaining any public sanitary sewer improvement and for making connection therewith.

IN WITNESS WHEREOF, the said Grantor has caused its proper officers to execute these presents on its behalf and to affix its corporate seal hereto, on the day and year first above written.

TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavanto, President
Board of Commissioners

Attest: 
Paul A. Leonard, Secretary

Accepted and approved by Resolution of the Board of Directors of the Bucks County Water and Sewer Authority this day of , 200 .

BUCKS COUNTY WATER
AND SEWER AUTHORITY

Attest:

, Secretary

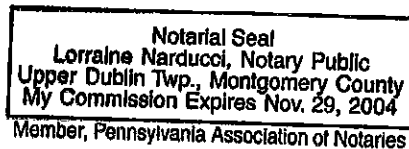
By: _____
, President

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this the *18th* day of *January*, 2002, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ROBERT J. PESAVENTO, who acknowledged himself to be the President, 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.

Lorraine Narducci
Notary Public



Schedule 1.3(a)

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
74	485 Delaware Ave Assoc	Vehicle ingress/egress			
75	485 Delaware Ave Assoc	Vehicle ingress/egress			
73	485 Delaware Ave Assocs	Vehicle ingress/egress	3/6/1998		
70	Abington Township	Sewer ROW	2/14/1963		
101	Acri, Shelley	Storm and sanitary sewer easement	9/30/1986	4820	1412
395	Aidenn Lair Sec 1: Bantry Dr at Dreshertown	Sewer Easement			
391	Aidenn Lair Sec 5: Aidenn Lair Rd	Sewer Easement		P.B. C-3	2
114	Amoroso, Antonette	Storm and sanitary sewer easement	9/24/1986	4820	1412
216	Andover Estates LP	Sewer Easement	10/21/1999	5298	1401
222	Andover Estates LP	Sewer Easement	10/21/1999	5298	1422
221	Andover Estates LP	Sewer Easement	10/21/1999	5298	1415
220	Andover Estates LP	Sewer Easement	10/21/1999	5298	1415
219	Andover Estates LP	Sewer Easement	10/21/1999	5298	1429
217	Andover Estates LP	Sewer Easement	10/21/1999	5298	1408
218	Andover Estates LP	Sewer Easement	10/21/1999	5298	1408
166	Arcari, Suzanne	Storm and sanitary sewer easement	8/31/1985	4820	1412

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
1	Armquinn	Sewer Easement	7/17/2000	5329	812
3	Arnone	Sewer Easement	4/12/1983	4707	1851
2	Arrowhead Way	Sewer Easement	8/16/1989	4926	2250
143	Assilian, S.	Storm and sanitary sewer easement	9/3/1985	4820	1412
4	Atkinson	Sewer Easement	5/15/1985	4767	799
205	Bacsikai, R. J.	Storm and sanitary sewer easement	10/20/1985	4820	1412
122	Barnaby, Frederick & Theresa	Storm and sanitary sewer easement	9/7/1985	4820	1412
7	Barode Corporation	Sewer Easement	3/24/1975	4021	469
6	Bashaar	Sewer Easement	4/30/1986	4802	794
5	Beam	Sewer Easement	3/1/1985	4767	824
167	Beckman, Michael & Ann	Storm and sanitary sewer easement	9/1/1985	4820	1412
396	Beechwood Hill: Lenape Dr at Twining	Sewer Easement		P.B. B-7	108
148	Berk, Rudolph & Ginger	Storm and sanitary sewer easement	9/4/1985	4820	1412
316	Berlinghof	Sewer Easement	11/9/1994	4982	2086
317	Berman	Sewer Easement	11/9/1994	4966	1450
151	Bickley, Lyle P.	Storm and sanitary sewer easement	9/3/1985	4820	1412
192	Bolognese, Caroline	Storm and sanitary sewer easement	9/10/1985	4820	1412

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
351	Braccia	Multiple Use	2/12/1991	4972	446
345	Braccia	Multiple Use	2/12/1991	4972	446
346	Braccia	Multiple Use	2/12/1991	4972	446
347	Braccia	Multiple Use	2/12/1991	4972	446
348	Braccia	Multiple Use	2/12/1991	4972	446
349	Braccia	Multiple Use	2/12/1991	4972	446
350	Braccia	Multiple Use	2/12/1991	4972	446
169	Braverman, Alan & Barbara	Storm and sanitary sewer easement	9/23/1985	4820	1412
195	Braverman, Mildred J.	Storm and sanitary sewer easement	9/7/1985	4820	1412
8	Brookwood	Sewer Easement	4/27/1991	4975	1603
228	Brookwood Property Owners	Multiple Use	2/8/1992	5002	902
9	Bruni	Sewer Easement	4/4/1990	4943	1592
10	Bub	Sewer Easement	2/18/1969	3547	52
162	Butler, Jane K.	Storm and sanitary sewer easement	10/15/1985	4820	1412
146	Byer, Sharon	Storm and sanitary sewer easement	9/3/1985	4820	1412
389	Camphill Woods: Camphill Road & Scott Lane	Sewer Easement			
87	Castone	Sewer Easement	3/12/1991	4973	882

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
333	Cathlin Corporation	Sewer Easement	4/10/1995	5116	62
332	Cathlin Corporation	Sewer Easement	4/10/1995	5116	184
334	Cathlin Corporation	Pump Station Easement	4/10/1995	5116	177
324	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
328	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
325	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
326	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
321	Cathlin Corporation	Sewer Easement	4/10/1995	5116	124
327	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
322	Cathlin Corporation	Sewer Easement	4/10/1995	5116	124
331	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
330	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
329	Cathlin Corporation	Sewer Easement	4/10/1995	5116	148
323	Cathlin Corporation	Sewer Easement	4/10/1995	5116	124
335	Cathlin Corporation	Sewer Easement	4/10/1995	5116	156
320	Cathlin Corporation	Sewer Easement	4/10/1995	5116	124
11	Callin	Sewer Easement	4/25/1985	4767	790

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
156	Catrambone, Maria	Storm and sanitary sewer easement	9/26/1985	4820	1412
400	Cedar Road Park: Cedar Rd & Hoffman	Sewer Easement		P.B. B-5	70
113	Cervi, Armando & Joan	Storm and sanitary sewer easement	9/24/1986	4820	1412
127	Chiarlonza, Fred L.	Storm and sanitary sewer easement	8/31/1985		
126	Chiarlonza, Fred L.	Storm and sanitary sewer easement	8/31/1985	4820	1412
110	Cohn, Jeffrey	Storm and sanitary sewer easement	9/24/1986	4820	1412
393	College View: Conwell/Campus Drive	Sewer Easement		P.B. C-3	49
414	College View: Temple Drive	Sewer Easement			
390	Country Club Manor: Cardinal Drive	Sewer Easement			
397	Country Club Manor: Oriole Lane	Sewer Easement			
193	Cox, James & Jean	Storm and sanitary sewer easement	9/18/1985	4820	1412
71	Cuce	Sewer Lateral	3/7/1996	5144	786
15	Cuce-Costanzo	Sewer Easement	6/12/1995	5135	334
16	Cuce-Costanzo	Sewer Easement	6/12/1995	5135	327
13	Cuce-Costanzo	Sewer Easement	6/12/1995	5135	334
14	Cuce-Costanzo	Sewer Easement	6/12/1995	5135	334
235	Cutler Group, Inc.	Sewer Easement	1/14/1997	5178	1132

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310	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
309	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
311	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
312	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
313	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
314	Cutler Group, Inc.	Multiple Use	1/12/1999	5267	51
28	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
29	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
31	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
24	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
27	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
26	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
25	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
30	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
23	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
22	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653
21	Cutler/Dublyn Lea	Multiple Use	1/9/1990	4937	653

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130	Cutshaw, Jeanette M.	Storm and sanitary sewer easement	9/3/1985	4820	1412
72	D'Agostino	Sewer easement encroachment	7/3/1973	3874	38
152	DaPron, Wallace	Storm and sanitary sewer easement	9/4/1985	4820	1412
247	Dawsfield Joint Venture/Westrum	Sewer Easement	12/14/1993	5090	2437
244	Dawsfield Joint Venture/Westrum	Sewer Easement	12/14/1993	5090	2437
245	Dawsfield Joint Venture/Westrum	Sewer Easement	12/14/1993	5090	2437
246	Dawsfield Joint Venture/Westrum	Sewer Easement	12/14/1993	5090	2437
237	Dawsfield Joint Venture/Westrum	Multiple Use	1/25/1994	5096	156
241	Dawsfield Joint Venture/Westrum	Sewer Easement	1/25/1994	5096	146
240	Dawsfield Joint Venture/Westrum	Sewer Easement	1/25/1994	5096	146
243	Dawsfield Joint Venture/Westrum	Sewer Easement	1/25/1994	5096	146
239	Dawsfield Joint Venture/Westrum	Multiple Use	1/25/1994	5096	156
238	Dawsfield Joint Venture/Westrum	Multiple Use	1/25/1994	5096	156
242	Dawsfield Joint Venture/Westrum	Sewer Easement	1/25/1994	5096	146
172	DelNero, Michael R.	Storm and sanitary sewer easement	9/4/1985	4820	1412
190	Denny, Donald & Victoria	Storm and sanitary sewer easement	9/3/1985	4820	1412
198	Deshon, Ronald & Slayma, James	Storm and sanitary sewer easement	9/10/1985	4820	1412

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145	Detwiler, James & Karen	Storm and sanitary sewer easement	9/4/1985	4820	1412
139	DiLello, N.	Storm and sanitary sewer easement	9/14/1985	4820	1412
19	Doyle	Sewer Easement	4/12/1983	4707	1862
260	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
261	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
262	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
259	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
258	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
263	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
252	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
249	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
248	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
251	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
257	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226
253	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
254	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
256	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	226

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255	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
250	Dresher Valley Builders Inc.	Sewer Easement	2/29/1996	5167	234
20	Dreshertown Plaza	Sewer Easement	6/3/1983	4715	1091
33	Dublin Hunt I/Fairway Valley/Gulliani	Sewer Easement	7/25/1997	5202	675
32	Dublin Hunt I/Fairway Valley/Gulliani	Sewer Easement	7/25/1997	5202	675
315	Dublin Meadows Joint Venture	Multiple Use	4/24/1990	4945	1260
34	East Montco Service Corp	Sewer Easement	10/13/1978	4556	95
234	East Montco Service Corp	Sewer Easement	3/3/1983	4704	1245
232	East Montco Service Corp	Sewer Easement	3/3/1983	4704	1245
230	East Montco Service Corp	Sewer Easement	3/3/1983	4704	1245
231	East Montco Service Corp	Sewer Easement	3/3/1983	4704	1245
233	East Montco Service Corp	Sewer Easement	3/3/1983	4704	1245
109	Ehrbar, Melvin	Storm and sanitary sewer easement	9/24/1985	4820	1412
123	Eisenberg, Reeva	Storm and sanitary sewer easement	9/3/1985	4820	1412
35	Elizabeth Home Inc.	Sewer Easement	9/5/1995	5130	2367
116	Ervin, Alfred & Adelgunde	Storm and sanitary sewer easement	9/14/1985	4820	1412
308	Estate Marquis Homeowners Assn	Multiple Use	8/1/1988	4888	621

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405	Estates of Dublin:Susquehanna & Ft.Washington	Sewer Easement		P.B. A-36	64
354	Eves, Bernice	Sewer Easement		4820	1412
161	Eydman, Yevgeny E.	Storm and sanitary sewer easement	10/19/1985	4820	1412
36	Fabiani	Sewer Easement	8/17/1993	5054	1689
95	Fechtenburg et. al.	Sewer Easement	7/14/1992	5018	2468
96	Fechtenburg et. al.	Sewer Easement	7/14/1992	5018	2468
97	Fechtenburg et. al.	Sewer Easement	7/14/1992	5018	2468
98	Fechtenburg et. al.	Sewer Easement	7/14/1992	5018	2468
88	Fischer	Sewer Easement	7/10/1991	4981	895
402	Forrest Inn Tract: Jem Drive & Tennis Ave	Pump Station		P.B. A-47	331
406	Fort Washington Glen:Highland & Farm Ln	Sewer Easement		P.B. A-45	304
37	Fort Washington Manor Inc.	Sewer Easement	1/10/1969	3542	470
103	Frangipane, William	Storm and sanitary sewer easement	9/30/1986	4820	1412
117	Friedmen, David	Storm and sanitary sewer easement	9/11/1985	4820	1412
407	Ft. Washington Ind Park Sect5: Del Dr & Virginia	Sewer Easement		P.B. A-9	60
188	Furlong, Margaret & Don	Storm and sanitary sewer easement	9/3/1985	4820	1412
229	Gambone Bros. Development Co	Multiple Use	12/14/1982	4703	850

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388	Gay: Camphill Road & Scott Lane	Sewer Easement		P.B. C-5	64
399	Gay: Wenner Way & Scott Lane	Sewer Easement			
38	Geppert	Sewer Easement	2/28/1985	4767	848
168	Girard, Lois	Storm and sanitary sewer easement	9/1/1985	4820	1412
12	Goldstein (Clean Machine)	Sewer Easement	3/3/1992	5000	2133
194	Goldstein, A.	Storm and sanitary sewer easement	9/7/1985	4820	1412
182	Graham, Drew	Storm and sanitary sewer easement	9/14/1985	4820	1412
39	Groben	Sewer Easement	4/12/1983	4707	1835
79	Grundy Estate	Sewer Easement	11/5/1992	3501	237
284	Gwynedd Chase, Inc.	Sewer Easement		5015	1980
290	Gwynedd Chase, Inc.	Sewer Easement		5015	1991
285	Gwynedd Chase, Inc.	Sewer Easement		5015	1982
286	Gwynedd Chase, Inc.	Sewer Easement		5015	1984
288	Gwynedd Chase, Inc.	Sewer Easement		5015	1987
292	Gwynedd Chase, Inc.	Sewer Easement		4926	1670
293	Gwynedd Chase, Inc.	Sewer Easement		4926	1671
294	Gwynedd Chase, Inc.	Sewer Easement		4926	1672

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295	Gwynedd Chase, Inc.	Sewer Easement		4926	1673
283	Gwynedd Chase, Inc.	Sewer Easement		5015	1978
297	Gwynedd Chase, Inc.	Sewer Easement		4926	1676
287	Gwynedd Chase, Inc.	Sewer Easement		5015	1986
296	Gwynedd Chase, Inc.	Sewer Easement		4926	1675
289	Gwynedd Chase, Inc.	Multiple Use		5015	1989
270	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
265	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
266	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
267	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
264	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
268	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
269	Gwynedd Chase, Inc.	Multiple Use	2/14/1989	4932	948
282	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
272	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
273	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
274	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664

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275	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
276	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
291	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
277	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
278	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
281	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
279	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
280	Gwynedd Chase, Inc.	Sewer Easement	10/4/1989	4926	1664
78	Hales	Sewer Easement	8/21/1987	4853	1134
40	Hall	Sewer Easement	2/5/1988	4868	256
212	Harbison, William	Storm and sanitary sewer easement	7/21/1986	4820	1412
128	Hartin, John	Storm and sanitary sewer easement	8/30/1985	4820	1412
41	Heller	Sewer Easement	3/7/1985	4767	1762
42	High	Sewer Easement	4/30/1986	4802	778
81	Holowach	Sewer Easement	1/14/1985	4758	929
82	Holowach	Sewer Easement	1/14/1985	4758	929
17	Horsham Industrial Auth/Daniels/Coghlan	Sewer Easement	5/30/1985		

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115	Horvath, Barbara	Storm and sanitary sewer easement	9/4/1985	4820	1412
83	Humphreys	Sewer Easement	5/24/1988	4875	1656
106	Huribrink, Margaret A.	Storm and sanitary sewer easement	9/30/1986	4820	1412
84	Jackstan Homes, Inc.	Sewer Easement	3/18/1968	3507	519
303	John G. Eichenlaub, Inc.	Multiple Use	11/11/1999	5300	880
302	John G. Eichenlaub, Inc.	Multiple Use	11/11/1999	5300	880
137	Johnson, Carlton & Esther M.	Storm and sanitary sewer easement	9/4/1985	4820	1412
18	Juda Diener	Sewer Easement	9/17/1984	4749	799
85	Judd	Sewer Easement	2/28/1986	4795	798
144	Kaplan, Fred A.	Storm and sanitary sewer easement	9/4/1985	4820	1412
43	Kashub	Sewer Easement	4/14/1986	4802	802
410	Kingston Estates #1: Hood Ln & Norristown Rd	Sewer Easement		P.B. A-50	281
154	Knaster, Mark & Tatyana	Storm and sanitary sewer easement	9/3/1985	4820	1412
181	Kraft, Robert & Carol	Storm and sanitary sewer easement	9/14/1985	4820	1412
206	Kramer, Joel	Storm and sanitary sewer easement	10/19/1985	4820	1412
176	Krause, Kathryn & Perez, Jamie	Storm and sanitary sewer easement	9/4/1985	4820	1412
149	Lakin, Morris	Storm and sanitary sewer easement	9/19/1985	4820	1412

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164	Lattomus, Robert & Kay	Storm and sanitary sewer	8/31/1985	4820	1412
170	Lesko, Joanne	Storm and sanitary sewer easement	9/23/1985	4820	1412
185	Levine, D.	Storm and sanitary sewer easement	9/5/1985	4820	1412
44	Lightkep	Sewer Easement	9/15/1983		
189	Lindheim, Fred & Arlene	Storm and sanitary sewer easement	9/3/1985	4820	1412
204	Lowenstein, Ellen	Storm and sanitary sewer easement	10/19/1985	4820	1412
90	Lu Lu Temple Country Club	Pump station, sewer & water ROW	5/11/1965	3379	280
183	Lutz, George	Storm and sanitary sewer easement	9/5/1985	4820	1412
307	M.J.E. Builders, Inc.	Multiple Use	2/12/1991	4973	856
304	M.J.E. Builders, Inc.	Multiple Use	2/12/1991	4973	856
305	M.J.E. Builders, Inc.	Multiple Use	2/12/1991	4973	856
306	M.J.E. Builders, Inc.	Multiple Use	2/12/1991	4973	856
271	M.J.E. Builders, Inc.	Multiple Use	2/28/1991	4973	876
298	M.L.S.C., Inc.	Multiple Use	10/11/1988	4900	781
92	Macauley	Sewer Easement	3/27/1958		
76	Madeira	Sewer lateral	9/12/1961	3232	317
89	Mailshanker	Sewer Easement	3/29/1991	4973	886

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91	Mallozzi	Sewer Easement	5/10/1988		
125	Mann, Angelyn G.	Storm and sanitary sewer easement	8/31/1985	4820	1412
129	Manning, Carolyn C., & Dodge, Larry	Storm and sanitary sewer easement	8/31/1985	4820	1412
119	Mayer, Ralph D.	Storm and sanitary sewer easement	9/7/1985	4820	1412
367	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
368	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
366	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
365	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
364	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
363	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
362	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
361	Meetinghouse Associates, LP	Multiple Use	1/12/1999	5263	409
411	Mele Bros.: Pinetown Road	Sewer Easement		P.B. A-57	363
93	Melograna	Sewer Easement	2/21/1958		
197	Metz, Theodore & Bernice	Storm and sanitary sewer easement	9/9/1985	4820	1412
141	Mihalisin, Theodore & Rhea	Storm and sanitary sewer easement	9/3/1985	4820	1412
94	Mondock Manor, Inc.	Sewer Easement	6/10/1970	3597	533

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45	Montgomery County Housing Authority	Sewer Easement	7/22/1968		
132	Mountz, Gordon D.	Storm and sanitary sewer easement	9/3/1985	4820	1412
200	Murray, John & Jean	Storm and sanitary sewer easement	9/10/1985	4820	1412
225	NEFA Corporation	Sewer Easement	6/8/1995	5127	843
224	NEFA Corporation	Sewer Easement	6/8/1995	5127	833
108	Newman, Gilbert	Storm and sanitary sewer easement	9/24/1986	4820	1412
412	Nooa Construction: Meetinghouse Rd & Friends	Sewer Easement			
46	Ochotny	Sewer Easement	2/29/1988	4940	1966
178	Pakuris, Christopher	Storm and sanitary sewer easement	9/10/1985	4820	1412
401	Pebblewood Lane Sect 3: Pebblewood Lane	Sewer Easement		P.B. C-3	149
392	Pebblewood Lane: Bridlepath Timber Lane	Sewer Easement			
413	Penna: Meetinghouse Road	Sewer Easement		P.B. A-54	351
99	Peterman & Smith	Storm and Sanitary Sewer easement	4/21/1964	3404	58
47	Pileggi	Multiple Use	7/29/1983		
404	Pinetown Estates: Highland & Pinetown	Sewer Easement		P.B. A-24	50
48	Piscitelli	Multiple Use	12/27/1982	4708	1386
49	Post	Sewer Easement	6/29/1987	4850	1608

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50	Prasol	Sewer Easement	9/24/1984	4749	792
142	Pribis, Steven	Storm and sanitary sewer easement	9/3/1985	4820	1412
51	Prock	Sewer Facilities & Pump Station	7/8/1965	3388	200
52	Pucetas	Sewer Easement	4/12/1983	4707	1842
171	Quigley, Mark & Nancy	Storm and sanitary sewer easement	9/23/1985	4820	1412
415	Rapmach Realty: Virginia Drive	Sewer Easement		P.B. A-11	42
174	Rasmussen, K. E.	Storm and sanitary sewer easement	9/4/1985	4820	1412
53	Rorer	Sewer Easement	9/13/1984	4749	782
150	Rovner, Scott & Debbie	Storm and sanitary sewer easement	9/21/1985	4820	1412
177	Rubinsohn, Debra	Storm and sanitary sewer easement	9/4/1985	4820	1412
140	Ruggiaro, Stella & Lou	Storm and sanitary sewer easement	8/30/1985	4820	1412
100	Rush, Michael	Storm and sanitary sewer easement	9/30/1986	4820	1412
102	Rutolo, Carla C.	Storm and sanitary sewer easement	9/30/1986	4820	1412
403	S.B. Industrial Prop: Office Center Dr & Virginia	Sewer Easement		P.B. A-48	343
299	S.T.M., Inc.	Multiple Use	2/8/1983	4703	857
301	Sal Paone, Inc.	Sewer Easement	7/13/1993	5048	341
300	Sal Paone, Inc.	Sewer Easement	7/13/1993	5048	341

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54	Schmitt	Sewer Easement	3/28/1985	4767	832
196	Schmitt, William F. & Joan	Storm and sanitary sewer easement	9/8/1985	4820	1412
199	Schweille, Diane	Storm and sanitary sewen easement	9/11/1985	4820	1412
112	Seidman, E.J. & Krause, Robin G.	Storm and sanitary sewer easement	9/24/1986	4820	1412
153	Selander, Rodger & Sharon	Storm and sanitary sewe easement	9/3/1985	4820	1412
227	Select Properties, Inc.	Sewer Easement	10/6/1994	5098	118
57	Sheppard	Sewer Easement	3/1/1985	4767	856
191	Singer, Irving W.	Storm and sanitary sewer easement	9/5/1985	4820	1412
111	Smith, Gerald A.	Storm and sanitary sewer easement	9/24/1985	4820	1412
136	Smith, Peggy	Storm and sanitary sewer easement	9/10/1985	4820	1412
355	Smukler, Harry & Francis	Sewer Easement		4820	1412
59	South Brunswick Industrial Properties	Sewer Easement	4/15/1985	4783	1902
58	Spangler	Sewer Easement	4/12/1983	4707	1827
318	Specter	Sewer Easement	11/9/1994	4990	1282
138	Specter, Eric & Amy	Storm and sanitary sewer easement	9/23/1985	4820	1412
147	Stanojev, John & Mickey	Storm and sanitary sewer easement	9/3/1985	4820	1412
60	Starke	Sewer Easement	4/23/1985	4767	815

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157	Stefanick, Joseph G.	Storm and sanitary sewer easement	9/25/1986	4820	1412
180	Stella, John & Nesbitt, Colleen	Storm and sanitary sewer easement	9/7/1985	4820	1412
207	Stempleiz, Norman B.	Storm and sanitary sewer easement	12/9/1985		
62	Stevenson	Sewer Easement	5/6/1985	4767	840
61	Stevenson	Sewer Easement	5/6/1985	4767	1770
121	Sticco, Nicholas & Maureen	Storm and sanitary sewer easement	9/10/1985	4820	1412
63	Stremme	Multiple Use	7/29/1983		
360	Stuart Creek Farms	Multiple Use	9/22/1983	5896	234
359	Stuart Creek Farms	Multiple Use	11/6/1985	4785	225
358	Stuart Creek Farms	Multiple Use	2/4/1987	4829	2385
357	Stuart Creek Farms	Multiple Use	2/4/1987	4829	2375
356	Stuart Creek Farms, Inc.	Multiple Use	7/13/1987	4850	1595
394	Supplee Memorial Church	Welsh Rd PS & Sanitary Sewer			
187	Sweeney, Rosemary & Slavin, Patricia	Storm and sanitary sewer easement	9/10/1985	4820	1412
186	Taddei, Lynne	Storm and sanitary sewer easement	9/5/1985	4820	1412
64	Tamarin	Sewer Easement	2/26/1986	4794	1833
398	Tannerie Run Sec 2: Joel Dr & Meetinghouse	Sewer Easement		P.B. B-17	62

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
369	Tano, Eric & Lisa	Multiple Use	5/8/1997	5197	1636
131	Taylor, Theresa	Storm and sanitary sewer easement	9/3/1985	4820	1412
353	Temple University	Multiple Use	1/15/1970		
65	Temple University	Sewer Easement	5/31/1983	4713	2280
352	Temple University	Sewer Pump Station Easement	12/1/1992	5053	1996
408	The Oaks: Leah Dr & Heller Way	Sewer Easement		P.B. A-47	141
66	Thrash	Sewer Easement	4/12/1983	4707	1856
120	Tretter, Nelly	Storm and sanitary sewer easement	9/5/1985	4820	1412
118	Turner, Elizabeth H.	Storm and sanitary sewer easement	9/7/1985	4820	1412
344	Upper Dublin Downs, Inc.	Multiple Use	9/8/1980	4561	228
226	Upper Dublin Holdings, Inc.	Storm & Sewer Easement	9/8/1994	5130	2372
55	Upper Dublin School District	Multiple Use	4/22/1968	3507	531
56	Upper Dublin School District	Sewer Easement	6/10/1968	3532	568
419	Upper Dublin School District	Storm and sanitary sewer easement	11/28/2001		
372	Upper Dublin School District	Sewer Easement	11/28/2001		
417	Upper Dublin School District	Sewer Easement	11/28/2001		
418	Upper Dublin School District	Sewer Easement	11/28/2001		

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
416	Upper Dublin School District	Sewer Easement	11/28/2001		
373	Upper Dublin Township	Sewer Easement (New)			
385	Upper Dublin Township	Sewer Force Main & Pump Station		0	0
387	Upper Dublin Township	Sewer Force Main & Pump Station		0	0
377	Upper Dublin Township	Sewer Easement (New)			
386	Upper Dublin Township	Sewer Easement		0	0
378	Upper Dublin Township	Sewer Easement (New)			
374	Upper Dublin Township	Sewer Easement	1/1/1963	3296	919
383	Upper Dublin Township	Sewer Easement	1/1/1969	3551	678
382	Upper Dublin Township	Sewer Easement	12/29/1970	3634	547
379	Upper Dublin Township	Sewer Easement	6/16/1975	4034	449
381	Upper Dublin Township	Sewer Easement	6/25/1986	4753	992
380	Upper Dublin Township	Sewer Easement	3/23/1987	4868	1053
384	Upper Dublin Township	Sewer Easement	2/11/1991	4884	882
375	Upper Dublin Township	Sewer Easement	1/20/1999	5259	2288
86	Upper Dublin Twp to Krimker	Deck encroachment	9/26/1991	4988	648
80	Usance (Ft Washington) Assoc	Sewer Easement	5/12/1998	5229	1949

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
133	Verbit, Marshall	Storm and sanitary sewer easement	9/9/1985	4820	1412
155	Wachtel, Jeffrey	Storm and sanitary sewer easement	9/3/1985	4820	1412
319	Walking	Sewer Easement	11/9/1994	4980	444
105	Walsh, Catherine	Storm and sanitary sewer easement	9/24/1985	4820	1412
173	Wasserman, Jeffrey & Rochelle	Storm and sanitary sewer easement	9/5/1985	4820	1412
134	Weiss, Martin	Storm and sanitary sewer easement	9/7/1985	4820	1412
409	Westrum Ent.:Malcolm Dr & Woodland Rd	Pump Station & Sewer Easement		P.B. A-20	16
77	Westrum Susquehanna L.P.	Sewer Easement	8/14/2001	5274	56
67	White	Sewer Easement	4/30/1986	4802	786
175	Wilda, Douglas	Storm and sanitary sewer easement	9/4/1985	4820	1412
202	Wilkie, Anne & Art	Storm and sanitary sewer easement	9/14/1985	4820	1412
68	Willard	Sewer Easement	2/23/1970	3588	257
336	Willowbrooke Ventures, Inc.	Multiple Use	7/15/1992	5028	1598
338	Willowbrooke Ventures, Inc.	Sewer Easement	4/10/1995	5126	1706
337	Willowbrooke Ventures, Inc.	Sewer Easement	4/10/1995	5126	1717
341	Willowbrooke Ventures, Inc.	Sewer Easement	4/10/1995	5126	1677
339	Willowbrooke Ventures, Inc.	Sewer Easement	4/10/1995	5126	1677

<i>ID</i>	<i>Grantor</i>	<i>Type</i>	<i>Date Granted</i>	<i>Deed Book</i>	<i>Page</i>
340	Willowbrooke Ventures, Inc.	Sewer Easement	4/10/1995	5126	1677
343	Willowbrooke Ventures, Inc.	Sewer Easement	4/11/1995	5126	1715
342	Willowbrooke Ventures, Inc.	Sewer Easement	4/11/1995	5126	1715
213	Willows Development Corporation	Sanitary Sewer Easement	8/14/1989	4920	2450
214	Willows Development Corporation	Sanitary Sewer Easement	8/14/1989	4920	2450
201	Winterbottom, John W. & Marguerite E.	Storm and sanitary sewer easement	9/13/1985	4820	1412
165	Wiser, Alan & Susan	Storm and sanitary sewep easement		4820	1412
203	Witt, Ira & Carole	Storm and sanitary sewer easement	9/14/1985	4820	1412
159	Wolfe, Abigail	Storm and sanitary sewer easement	12/15/1985	4820	1412
158	Wray, Cynthia	Storm and sanitary sewer easement	12/15/1985	4820	1412
69	Zacchel	Sewer Easement	4/25/1988	4873	686
104	Zander, Antoinette	Storm and sanitary sewer easement	9/30/1986	4820	1412
215	Ziegler	Sewer Easement	5/13/1985	4767	807

RESOLUTION NO. 1782

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR RIGHT OF WAY AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
D'ANDREA SUBDIVISION**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from FRANCO D'ANDREA and LINDA D'ANDREA (hereinafter "Grantor") a Deed of Dedication for an Ultimate Right of Way along Meeting House Road, more fully described in Exhibit A attached hereto, and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Right of Way, which Subdivision Plan was prepared by Woodrow & Associates, dated November 11, 2000, as last revised February 28, 2001, bearing Plan No. 00-010 and recorded on June 29, 2001, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A60, page 103 (hereinafter referred to as the "Recorded Plan"), and;

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the Right of Way 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 a Right of Way more fully described in Exhibit A attached hereto, is 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 21, 2001, covering the cost of the required improvements and professional fees;

- D. Maintenance Bond and Escrow 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.

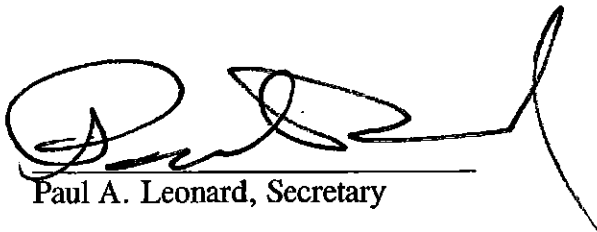
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public street and right of way, as described in Exhibit A shall hereafter be designated on the official map of streets in the Township as a public street and right of way.

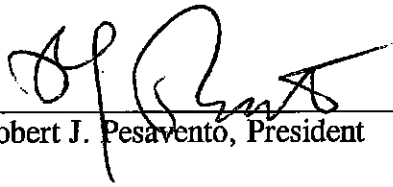
RESOLVED, this 15th day of January, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

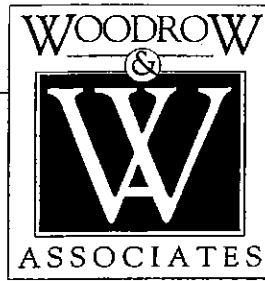
ATTEST:



Paul A. Leonard, Secretary

By: 
Robert J. Pesavento, President

ud\dev\ID'Andrea\resolution - accept DOD



430 Meetinghouse Road
Ultimate Right of Way
October 28, 2000
Revised November 11, 2000

All that certain lot or piece of ground Situate in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, bounded and described according to a Final Plan prepared for 430 Meetinghouse Road, by Woodrow and Associates, Inc, North Wales Pennsylvania, dated June 15, 2000, last revised November 11, 2000, recorded by the Recorder of Deeds in and for the County of Montgomery at Norristown, Pennsylvania, in Plan Book A00 page 02, as follows, to wit:

- Beginning** at a point at the intersection of the title line of Meetinghouse Road (33 feet wide) and the physical centerline of Friends Drive (50 feet wide), said point being the point of commencement; thence continuing from the point of commencement along the title line of Meetinghouse Road, measured in a Northwesterly direction a distance of 158.93 feet to a point and place of beginning;
- Thence** leaving the bed of Meetinghouse Road North 39 degrees 17 minutes 13 seconds East, a distance of 30.01 feet to a concrete monument;
- Thence** continuing North 49 degrees 07 minutes 30 seconds West, a distance of 20.18 feet to a point on the line dividing these lands and lands of Emily Jean Tufano;
- Thence** continuing South 39 degrees 10 minutes 58 seconds West, a distance of 30.01 to a point on the title line of Meetinghouse Road;
- Thence** South 49 degrees 07 minutes 33 seconds East, a distance of 20.13 feet to the first mentioned point and place of beginning.

Containing 0.0139 ACRES, more or less.

Said parcel being known as a Area between title line and the Ultimate Right of Way

**STREET DEED OF DEDICATION
ULTIMATE RIGHT OF WAY
430 MEETINGHOUSE ROAD**

THIS DEED OF DEDICATION made this 18 day of *November*, A.D., 2001, between FRANCO D'ANDREA and LINDA D'ANDREA, 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, Grantee.

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, it's successors and assigns, an easement and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania as described by Woodrow & Associates description of 430 Meetinghouse Road Ultimate Right of Way, dated October 28, 2000, revised November 11, 2000, and attached hereto as Exhibit "A".

TO HAVE AND TO HOLD the aforesaid easement 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 a public road, street or highway, 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 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 physical grading of said street 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 nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street 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 successors and assigns, that the said easement and the right-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.

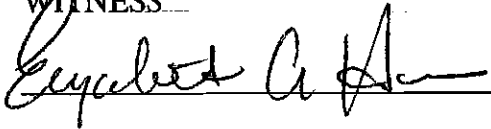
IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above written intending to the day and year first above written intending to be legally bound.

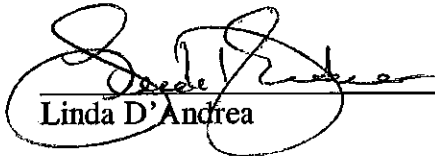
GRANTOR



Franco D'Andrea

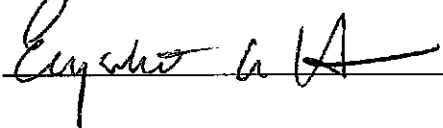
WITNESS





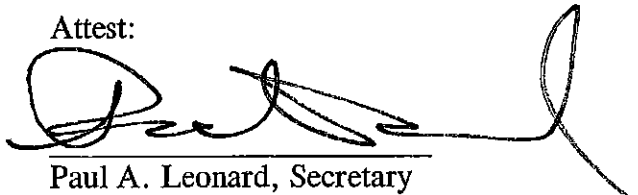
Linda D'Andrea

WITNESS



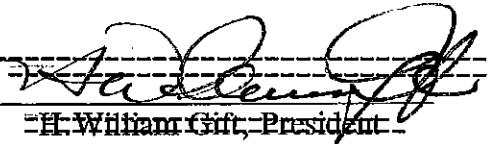
Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin the 15 day of January A.D. ~~1995~~ 2002.

Attest:

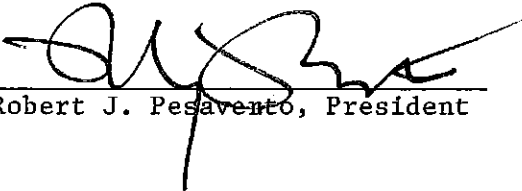


Paul A. Leonard, Secretary

COMMISSIONERS OF TOWNSHIP OF
UPPER DUBLIN

By: 

~~H. William Gift, President~~

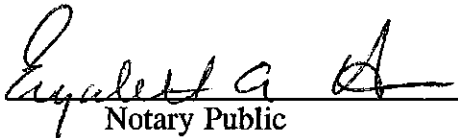
By: 

Robert J. Pesavento, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 18 day of November, 2001, before me,
the undersigned officer, personally appeared FRANCO D'ANDREA, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

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

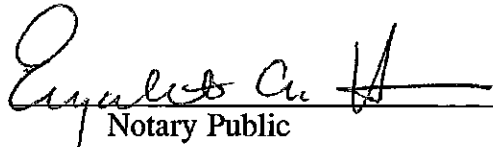

Notary Public

Notarial Seal
Elizabeth A. Hartman, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Dec. 2, 2002

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 18 day of November, 2001, before me, the undersigned officer, personally appeared LINDA D'ANDREA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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


Notary Public

Notarial Seal
Elizabeth A. Hartman, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Dec. 2, 2002

RESOLUTION NO. 1783

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

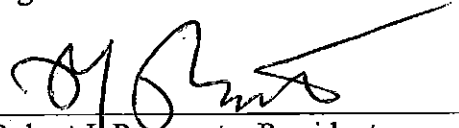
WHEREAS, Upper Dublin Township has established and maintained a payroll bank account and an account payable checking account at First Union National Bank, and


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 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
Robert J. Pesavento	President
Chester H. Derr, III	Vice President
Paul A. Leonard	Secretary
Leslie B. Nylund	Treasurer

ADOPTED this 15th day of January, 2002.

Signed:

Robert J. Pesavento, President

Attest:

Paul A. Leonard, Secretary

RESOLUTION

RESOLUTION NO. 1784

AND NOW, this _____ day of February, x19 2002, 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 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
(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 the execution and attestation of this RESOLUTION the date first above written.
(NAME OF POLITICAL SUBDIVISION)

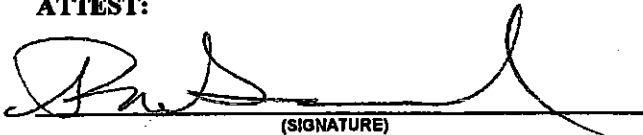
by: 
(SIGNATURE - HEAD OF POLITICAL SUBDIVISION)

Robert J. Pesavento
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

SEAL

President, Board of Commissioners
(TITLE - HEAD OF POLITICAL SUBDIVISION)

ATTEST:


(SIGNATURE)

Paul A. Leonard
(TYPED NAME)

Township Manager/Secretary
(TITLE)

SECTION B - BUDGET INFORMATION

OR COMMISSION USE ONLY

VOUCHER NO.

GRANT NO.

9. BUDGET CATEGORY	ITEM DESCRIPTION	FUNDS REQUESTED
(a) INSTRUCTORS (Remuneration)	SEE ATTACHED BUDGETED POLEX EXPENSE	\$ 14,000.00
(b) CONTRACTUAL (Rentals)	CLASSROOM RENTAL	\$ 1,000.00
(c) SUPPLIES (Equipment Purchases Prohibited)		\$
(d) ADMINISTRATION (No more than 10% of grant)	Administrative, mailing, registration	\$ 450.00
(e) OTHER		\$
(f) TOTAL FUNDS REQUESTED		\$ 15,450.00
(g) 50% OF LINE (f)		\$ 7,725.00



USE THIS SPACE IF ANY OF THE ABOVE COSTS REQUIRE EXPLANATION

CERTIFICATION

10. WE CERTIFY THAT THE FUNDS REQUIRED SHALL BE UTILIZED IN ACCORDANCE WITH IN-SERVICE TRAINING PROVISIONS OF ACT 120 AND THE PROMULGATED RULES AND REGULATIONS, AND ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE UNDERSTAND THAT ANY MISSTATEMENT MADE BY US IN THE FOREGOING PARTS OF THIS APPLICATION MAY SUBJECT US TO CRIMINAL PROSECUTION UNDER SECTION 4904 OF THE CRIMES CODE.

APPROPRIATE RECORDS AND RECEIPTS WILL BE MADE AVAILABLE UPON REQUEST BY THE COMMISSION OR A DESIGNATED REPRESENTATIVE THEREOF AND SHALL BE RETAINED FOR A PERIOD OF THREE (3) YEARS, OR UNTIL AUDIT.

IN THE EVENT THIS GRANT IS APPROVED, ALL STANDARDS FOR THIS IN-SERVICE TRAINING ESTABLISHED BY THE COMMISSION WILL BE OBSERVED AS OUTLINED IN THE ACCOMPANYING RESOLUTION ADOPTED BY THIS POLITICAL SUBDIVISION.

SIGNATURE - HEAD OF POLICE DEPT. 	TITLE Chief of Police	DATE 1 February 02	TELEPHONE AREA CODE & NO. 215 646-2100
SIGNATURE - HEAD OF POLITICAL SUBDIVISION 	TITLE President of Board	DATE 12 Feb 02	TELEPHONE AREA CODE & NO. 215 643-1600

MAILING ADDRESS

801 Loch Alsh Ave. Fort Washington, PA 19034

TYPE OR PRINT FULL NAME OF ABOVE SIGNATORIES:

Terrence P. Thompson, Chief of Police, Robert Pesavento, President of Board

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1785

RESOLUTION TO "PICK-UP" CONTRIBUTIONS TO NON-UNIFORMED EMPLOYEES
PENSION PLAN

WHEREAS, the Township of Upper Dublin ("Township") established the Upper Dublin Township Non-Uniformed Employees Pension Plan ("Plan") pursuant to Ordinance No. 939 and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article II; and

WHEREAS, as of January 1, 2002, Members are required to make a contribution to the Plan and the Township has decided to obtain a private letter ruling from the Internal Revenue Service so that the Member contributions may be treated as "pick-up" contributions under Internal Code Section 414(h); and

WHEREAS, the Township amended and restated the Plan in accordance with Internal Revenue Code section 401(a); and

WHEREAS, the Township expects that, the Internal Revenue Service shall 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 8.4 provides that, as of July 1, 2002, contributions made by Members shall be treated as "pick-up" contributions; and

WHEREAS, the Township shall adopt Section 8.4 in the form as attached.

WHEREFORE, BE IT RESOLVED, that, pursuant to Township's receipt of the private letter ruling from the Internal Revenue Service, the Board of Commissioners of Upper Dublin Township hereby directs that, effective July 1, 2002, all contributions made to the Plan by Members shall be treated as "pick-up" contributions.


RESOLVED, this 12th day of March, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

President

ATTEST


Secretary

RESOLUTION NO. 1786

**RESOLUTION TO PROCLAIM
EMERGENCY SERVICES WEEK
MARCH 17 - 23, 2002**

WHEREAS, Governor Mark Schweiker has proclaimed March 17 - 23, 2002 as EMERGENCY SERVICES WEEK in Pennsylvania; and

WHEREAS, the safety of the citizens and the communities of our Township is a priority concern of all individuals in positions of responsibility; and

WHEREAS, the fire, rescue, emergency, medical and hazardous materials response organizations serving Upper Dublin Township provide invaluable and irreplaceable services to all of our communities and residents; and

WHEREAS, the recruitment and retention of emergency services personnel, particularly men and women who volunteer in our fire, rescue, emergency medical and hazardous materials response organization is a priority issue and programs are being initiated throughout the Commonwealth to assist in the recruitment of volunteers; and

WHEREAS, it is only appropriate that the Township fully support not only these services and their personnel but also the programs that assist them in attracting new members; and

WHEREAS, we as citizens and communities, must take the time to fully recognize and appreciate the tremendous dedication and the invaluable contributions of the men and women who serve in our Emergency Services Organizations.

NOW, THEREFORE, BE IT RESOLVED that Board of Commissioners of Upper Dublin Township does hereby proclaim March 17 - 23, 2002 as EMERGENCY SERVICES WEEK in the Township of Upper Dublin; and

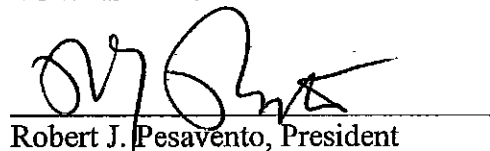
FURTHER, we publicly thank all those who serve the community.

ADOPTED this 12th day of March, 2002

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary


Robert J. Pesavento, President

RESOLUTION NO. 1787
RESOLUTION OF COMMENDATION
FOR DAVID S. FROEHLICH

WHEREAS, the Wissahickon Valley Watershed Association has since its founding been a seminal environmental organization in the Township striving to protect the stream corridors in the Wissahickon watershed; and

WHEREAS, David S. Froehlich has served as the Executive Director of the Wissahickon Valley Watershed Association for twenty-five years; and

WHEREAS, in the course of his leadership, David S. Froehlich has worked with many individuals, municipalities, and conservation organizations to find ways of preserving precious open space in the watershed of the Wissahickon; and


WHEREAS, David S. Froehlich has through his pioneering work on behalf of the Wissahickon Valley Watershed Association awakened each of us to the critical importance of preserving the natural resources of our community; and

WHEREAS, the beneficiaries of David S. Froehlich's service and far reaching vision are both the current and future residents of Upper Dublin Township and the many surrounding communities through which the Wissahickon Watershed courses, from all of whom a debt of gratitude is due.

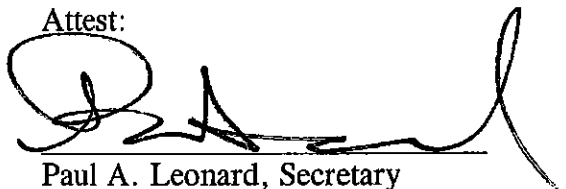
NOW THEREFORE, the Board of Commissioners of Upper Dublin Township does hereby adopt this Resolution of Commendation, expressing its gratitude and appreciation to David S. Froehlich for his many years of outstanding service on behalf of the residents of Upper Dublin Township and our neighboring communities, and commending him for the leadership he has provided to the cause of preserving the resources of our natural environment for the health, well being and enjoyment of us all, and wishing him many more years of leadership among us.

ENACTED AND APPROVED, as a Resolution of the Board of Commissioners of Upper Dublin Township in public meeting met this 12th day of March, A.D. 2002.

Township of Upper Dublin
Board of Commissioners


Robert J. Pesavento, President

Attest:


Paul A. Leonard, Secretary

SEAL:

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1788

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 26, 2002 as

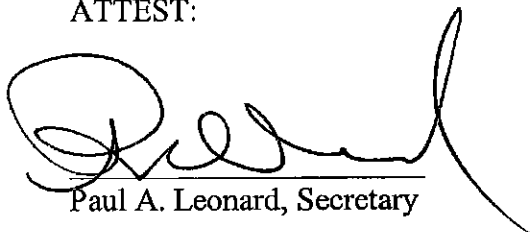
ARBOR DAY

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

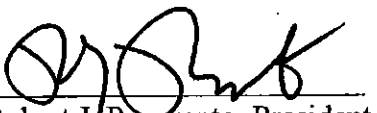
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 9th day of April, A.D. 2002.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

RESOLUTION NO. 1789

**RESOLUTION TO ACCEPT DEDICATION
OF SUBSTITUTE SANITARY SEWER EASEMENT
AS SHOWN ON PLANS OF CONDEMNATION OF
OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, Upper Dublin Township (hereinafter the "Township") has heretofore maintained a sanitary sewer easement over property of the Pennsylvania Department of Transportation (hereinafter "Grantor") and adjacent to property of James R. MacPherson & Doris W. MacPherson (hereinafter the "MacPherson Property") at or near the point where Summit Avenue crosses over the 309 Expressway in Upper Dublin Township; and

WHEREAS, in course of reconstructing the Summit Avenue Bridge the Grantor has deemed it necessary to request the relocation of the said easement and the sewer pipes located therein; and

WHEREAS, the Grantor has commenced condemnation proceedings against the MacPherson property in the Court of Common Pleas of Montgomery County docketed at 01-04830, and has thereby acquired, *inter alia*, a substitute easement for the Township's sanitary sewer pipes as more fully set forth on the plans attached to the Declaration of Taking filed in conjunction with the above referenced condemnation; and

WHEREAS, the Township has received from the Grantor a Deed of Dedication for a substitute sewer easement condemned by the Grantor over a portion of the MacPherson Property together with a request that the Township accept the same, a copy of the Deed which includes the description of the easement being attached hereto as Exhibit "A"; and

WHEREAS, the Grantor and the Township contemplate entering into an agreement to provide for the abandonment of a portion of the Township's current easement and compensation for the cost of relocating the sewer pipes; and

WHEREAS, in anticipation of relocating its sewer pipes into the newly acquired easement, the Township deems it to be in the public interest that the offer of the Grantor of the relocated easement be accepted.

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 for the relocated sewer easement over a portion of the

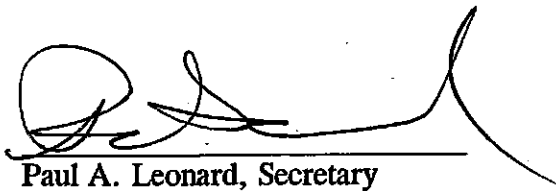
MacPherson property, as set forth in Exhibit "A" attached, is hereby accepted.


2. The proper officers of the Township are authorized to enter into discussions with representatives of the Pennsylvania Department of Transportation concerning the abandonment of a portion of the Township's sewer easement over the Grantor's property for which the easement hereby accepted is a replacement, and to confirm in that agreement the obligation of the Grantor to reimburse the Township for all costs associated with the relocation of the Township's facilities into the relocated easement.

RESOLVED, this *9th* day of *April*, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
Robert J. Pesavento, President

ud\project\MacPherson easement\resolution
3.15.02

EXHIBIT "A"

R/W-377 ✓

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Ag. # 060046
10 # 23-600-3240
13.00
13.00
6.1
2

COUNTY	Montgomery
REMIS PROJ. NO.	060046
STATE PROJ. NO.	2-0309-0-6-110-0640-343
FEDERAL PROJ. NO.	Q05-X064-134
PARCEL NO.	15
CLAIM NO.	46002010000
CLAIMANT	James R. MacPherson and Doris W. MacPherson, his wife

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-14584-00-3 UPPER DUBLIN
505 SUMMIT AVE
MACPHERSON JAMES R & DORIS W
B 047 U 022 L 1101 DATE: 10/26/01

THIS INDENTURE, made 5th day of September, 2001
by the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the GRANTOR, and
UPPER DUBLIN TOWNSHIP (SEWER) hereinafter called the GRANTEE,

WHEREAS a future agreement to be entered into between the GRANTOR and UPPER DUBLIN TOWNSHIP,
provided for the removal of certain facilities of the GRANTEE located along the above highway improvement and for
the conveying of a substitute right-of-way on another and favorable location to the GRANTEE by the GRANTOR, in
accordance with Section 412 of the Act of June 1, 1945, P.L. 1242, as amended by Act Number 376 approved
September 26, 1951, P.L. 1511, Section 1; and,

WHEREAS the Parties hereto have agreed that the right-of-way hereinafter described is in full compliance with
the said Agreement and *Act of the Legislature*.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

STATE	0
LOCAL	0
PER	2

That the GRANTOR, for and in consideration of one dollar (\$1.00) and other good and valuable consideration
to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey to the GRANTEE, its
successors and assigns, a substitute right-of-way upon the following described premises. All that certain lot or piece
of ground situated in Upper Dublin Township, County of Montgomery, Commonwealth of Pennsylvania, as shown on
the plot plan attached hereto and made a part hereof;

BEGINNING at a point on the northerly property line of James R. MacPherson and Doris W. MacPherson, his
wife, and on the easterly required right-of-way line for limited access for State Route 309, said point being distant
twenty-two and nine-tenths (22.9) meters (75.1 feet) measured easterly at a right angle from the State Route 309
right-of-way baseline at or about Station 10+153.5; thence in a northeasterly direction along the southerly
right-of-way line of Summit Avenue, 15.2 meters (50 feet) wide, to a point distant at or about twenty-nine and two-
tenths (29.2) meters (95.8 feet) measured easterly at a right angle from the State Route 309 right-of-way baseline at
or about Station 10+156.8; thence in a southeasterly direction, passing through the lands of said MacPherson, to a

DB5383PG0215

point on the westerly property line of said MacPherson distant at or about twenty-nine and two-tenths (29.2) meters (95.8 feet) measured easterly at a right angle from the State Route 309 right-of-way baseline at or about Station 10+138.2; thence in a northwesterly direction along the westerly property line of said MacPherson, to a point on the easterly required right-of-way line for limited access for State Route 309, distant twenty-two and nine-tenths (22.9) meters (75.1 feet) measured easterly at a right angle from the State Route 309 right-of-way baseline at or about Station 10+150.2; thence in a northwesterly direction along the aforementioned required right-of-way line for limited access for State Route 309 to the point and place of BEGINNING. CONTAINING sixty-eight and six hundred sixty-five-thousandths (68.665) square meters (739.13 square feet), more or less.

INCLUDING THE RIGHT for the AUTHORITY, its successors and assigns, a twenty foot (20') right-of-way easement to construct, operate, repair, maintain, remove, make connections, and rebuild a portion of a sanitary sewer system consisting of sewer pipe, laterals, manholes, and appurtenances as the AUTHORITY deems necessary.

THE AUTHORITY is also granted the right to cross land of the PROPERTY OWNER, by foot or vehicle, for the purpose of exercising this easement as shown on sheet 23 of 25 of official right-of-way plan, Parcel #15, in accordance with scale shown.

THE AUTHORITY shall, upon completion of any repair, maintenance, removal, or connections to the sanitary sewer system, restore the premises to the condition in which same were found before such work was undertaken.

THE PROPERTY OWNER reserves the right and privilege to use the land affected by this easement for agriculture and all other purposes, provided such use will not interfere with use or occupation of said easement by AUTHORITY, and that no buildings or structures other than fences will be located or constructed by PROPERTY OWNER on said easement.

4600201000
Claim Number

James R. and Doris W. MacPherson
Claimant

IN WITNESS WHEREOF, the GRANTOR has caused this indenture to be executed on the day and year first above written.

(SEAL)

ATTEST:
Susan H. Reebuck
Secretary 9/5/01
Approved as to Form and Legality
By Will J. O'Leary 9/19/01
Assistant Chief Counsel

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
M.M. Ryan 9/5/01
Deputy Secretary of Transportation
Approved as to Legality and Form
By John M. Stone
General Counsel

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DAUPHIN :

On this 5th day of SEPTEMBER, 2001, before me, the undersigned officer, personally appeared M.M. RYAN, DEPUTY SEC. OF TRANS. of the State/County/City of PENNSYLVANIA known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

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

(SEAL)

Sherry C. Retzler
Notary Public
My Commission Expires: 5-17-2004

NOTARIAL SEAL
SHERRY C. RETZLER, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 17, 2004

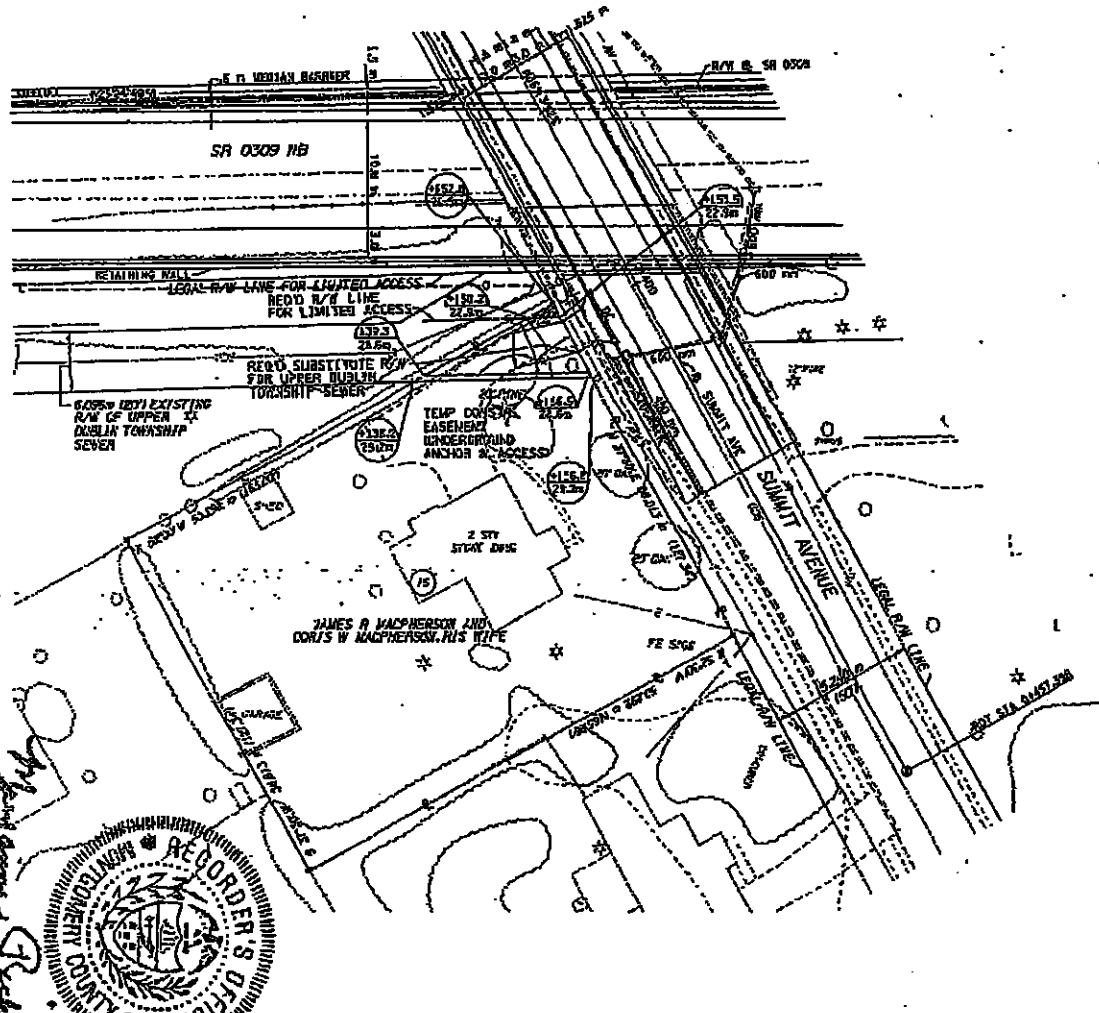
COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF :
Recorded in the Office for Recording of Deeds
in and for aforesaid County in Deed Book page _____
Witness my hand and Seal of Office on _____
Recorder of Deeds

I certify that, upon recording, the within instrument should be mailed to:

Utility Unit
Department of Transportation
7090 Geerdes Blvd.
King of Prussia, PA 19406
David J. Stone
Agent for the Commonwealth of Pennsylvania
Department of Transportation

COUNTY	SECTION	DATE	SHEET
MONTEGOMERY	0303	11/08/74	23 OF 24
UPPER QUELLEN TOWNSHIP			
TITLE	KEY-DRAWN	DATE	BY

11/13/83 PER 242



James R. MacPherson
 Doris W. MacPherson



SCALE
 0 2.5 5 10 m

REQUIRED RIGHT-OF-WAY

PREPARED BY
 JMS GREENER, INC.
 KING OF PENSILVA, PA.



ALL PROPERTIES ARE PLOTTED FROM RECORDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN CERTIFICATED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LINEDAY FIELD DATA.

THIS PROPERTY PLAT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT, AN AREA REQUIRED UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS OTHERWISE INDICATED IN WRITING BY THE DEPARTMENT OF TRANSPORTATION, AREA 10 SHALL ALLOW THE DEPARTMENT TO CONSTRUCT TEMPORARY EARTH SURFACES AND/OR UNDERGROUND TO FACILITATE CONSTRUCTION OF THE HIGHWAY PROJECT. THE CONTRACTOR CAN ACCESS THE EASEMENT AREA WITH CONSTRUCTION VEHICLES BUT CANNOT EXCAVATE, DISTURB EXISTING FEATURES OR REMOVE EXISTING FEATURES INCLUDING LARGE TREES AND SHRUBS. IT SHALL NOT PREVENT THE OWNER FROM MAKING USE OF EXISTING STRUCTURES AND THE SURFACE FOR PARKING, STORAGE AND SIMILAR PURPOSES THAT WILL NOT DAMAGE THE ARCHWAYS. HOWEVER, NO STRUCTURES OF ANY KIND MAY BE ERECTED THEREON, NOR MAY ANY ENGINEERING OR CONSTRUCTION BE ALLOWED DURING THE CONSTRUCTION PERIOD WITHOUT ADVANCE WRITTEN APPROVAL BY THE DEPARTMENT OF TRANSPORTATION. WHEN THE CONSTRUCTION PROJECT IS COMPLETED, THE RESTRICTIONS ON USE OF THE AREA WILL BE RELAXED, CONTRACTOR WILL IDENTIFY LOCATIONS OF ARCHWAYS PRIOR TO CONSTRUCTION TO ENSURE NO IMPACTS TO UNDERGROUND PROPERTY.

RIGHT-OF-WAY CLAIM INFORMATION			
COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION			
STATE RTE. 2822 SEC. NO. 110 R/W UPPER QUELLEN TOWNSHIP, MONTGOMERY COUNTY			
PARCEL NO. 38 SHEET NO. 10, 11 CLAIM NO.			
PROPERTY DAMEN S. JAMES R. MACPHERSON AND DORIS W. MACPHERSON, HIS WIFE			
GRANTED BY ST. JOHN CARROLL AND EMILIA H. CARROLL, HIS WIFE			
DEEDBOOK	3330	ASEAS m ² / SF	REQUIRED AREA m ² / SF
PAGE	372	DEED CALCULATED 194,371 21,671.71	RIGHT OF WAY 2,227 21.65
DATE OF DEED	12/21/73	ADVERSE	CANCEL
DATE OF RECORD	01/15/75	LEGAL R/W	SLOPE
CONSIDERATIONS	2,150.00	EFFECTIVE	TEMP CONSTR 54,261 524.6
TAX STAMPS	112.50	TOTAL R/W B/W 2,219 24.53	SEAS 19,143
		TOTAL RESIDUE 192,152 20,927.28	VERIFICATION DATE 6/23/83
		RESIDUE LT	GRANTY BY JLN
		RESIDUE RT 192,216 20,927.28	SCALE AS SHOWN

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us



7 March 2002

Gilbert High, Esquire
High, Swartz, Roberts & Seidel
40 East Airy Street
Norristown, PA 19404

Re: Montgomery County
SR 0309 SEC 110
Claimant: James R and Doris W MacPherson
Claim No: 46002010000

Dear Mr. High,

Per our telephone conversation earlier today we submit the following to you:
Conformed copy of Declaration of Taking , to 01-04830, Conformed copy of the
Notice of Condemnation, to same, Memorandum to Prothonotary, to same, Proof of
Service, to same, and a full size plan sheet.

This parcel was acquired by condemnation and Estimated Just Compensation has been
received by the Mac Phersons. You will note that on the full size plan the Right of Way
hatching is much easier to ascertain. The Substitute Right of Way for Upper Dublin
Township is highlighted for your consideration. We believe that our acquisition and
subsequent transferal to the Township is, in fact accomplished, although you may have
desired to see a specific document executed for this particular instance.

Should you have further questions or concerns, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink that reads "Dave Scott". The signature is written in a cursive, flowing style.

Dave Scott,
Right of Way Administrator
Acquisitions.

cc Oversia Barkley
Reading File

DFS/mtf

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION, OF THE RIGHT-
OF-WAY FOR STATE ROUTE 0309,
SECTION 110, A LIMITED ACCESS
HIGHWAY IN THE TOWNSHIP OF
UPPER DUBLIN

NO. 01-04830

EMINENT DOMAIN PROCEEDING
IN REM

DECLARATION OF TAKING

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

This Declaration of Taking, based on the provisions of Article IV, Section 402, of the Eminent Domain Code, Act of June 22, 1964, P.L. 84, 26 P.S. 1-402, as amended, respectfully represents that:

1. The Condemnor is the Commonwealth of Pennsylvania, Department of Transportation, acting through the Secretary of Transportation.

2. The address of the Condemnor is:

Commonwealth of Pennsylvania
Department of Transportation
Office of Chief Counsel
P.O. Box 8212
Harrisburg, PA 17105-8212

3. (a) The Department of Transportation is authorized by the provisions of Section 2003(e) of the Administrative Code of 1929, P.L. 177, 71 P.S. §513(e), as amended, to acquire by gift, purchase, condemnation or otherwise, land in fee simple or such other estate or interest as it shall determine, in the name of the Commonwealth for all transportation purposes.

OFFICE OF THE
PROTODOTARY
MONTGOMERY COUNTY, PA
01 MAR - 7 PM 1:57

3. (b) The Department of Transportation is further authorized by the provisions of Section 412 of the State Highway Law, Act of June 1, 1945, P.L. 1242, 36 P.S. §670-412 as amended, to acquire by the right of eminent domain any land or right-of-way necessary for the relocation of any public service right of way facilities equal in estate to the right of way taken and occupied for necessary transportation purposes.

4. The within condemnation has been authorized by a plan signed by the Secretary of Transportation on August 11, 2000, entitled "Drawings Reestablishing Limited Access Highway and Authorizing Acquisition of Right-of-Way for State Route 0309, Section 110 Right-of-Way in Montgomery County", a copy of which plan was filed in the County Recorder's Office in Highway Plan Book 49 at Page 381 on September 14, 2000. The aforesaid plan was reauthorized and revised by signature of the Secretary of Transportation on January 24, 2001, a copy of which plan was filed in the aforesaid County Recorder's Office in Highway Plan Book 49 at Page 440 on February 6, 2001.

5. The purpose of the within condemnation is to acquire property for transportation purposes.

6. A Schedule of Property Condemned identifying and specifying the location of the property hereby condemned is attached hereto and made a part hereof.

7. Plans showing the property hereby condemned may be inspected in the Recorder's Office of the aforesaid County at the places indicated on the attached Schedule of Property Condemned or, if not shown thereon, on the day of the filing of this document being lodged for record or filed in said Recorder's Office, where they may be inspected.

8. (a) The nature of the title hereby condemned is an easement for transportation purposes, a substitute right-of-way easement for utility and a temporary construction easement.

(b) The substitute right-of-way herein condemned for Upper Dublin Township Authority

(AUTHORITY), is a twenty-foot (20') easement to construct, operate, repair, maintain, remove, make connections and rebuild a portion of a sanitary sewer system, consisting of sewer pipe, laterals, manholes and appurtenances as the AUTHORITY deems necessary, under and upon property of James R. MacPherson and Doris W. MacPherson (Property Owner), situated in Upper Dublin Township, Montgomery County, Pennsylvania.

The AUTHORITY is also granted the right to cross land of the PROPERTY OWNER by foot or vehicle for the purpose of exercising this easement.

The AUTHORITY shall, upon completion of any repair, maintenance, removal or connections to the sanitary sewer system, restore the premises to the same condition as existed before such work was undertaken.


The PROPERTY OWNER reserves the right and privilege to use the land affected by this easement for agriculture and all other purposes, provided such use will not interfere with use or occupation of said easement by AUTHORITY and that no buildings or structures other than fences will be located or constructed by PROPERTY OWNER on said easement.

9. In the event there are recoverable minerals (including gas and oil) within any of the areas, if any, hereby condemned in fee simple, the mineral rights (including rights to gas and oil) in those areas are hereby excepted and reserved from this condemnation, provided, however, that the right of support of the areas condemned is included within the scope of the condemnation, and no access from the surface of such areas for removal purposes will be allowed without permission from the Commonwealth.

10. The payment of just compensation in this matter is secured by the Commonwealth's power of taxation.

11. I, Gary C. Fawver, P.E., Chief, Right-of-Way and Utilities Division, Department of Transportation, do hereby depose, swear and affirm that I am authorized by and do hereby execute this Declaration of Taking on behalf of the Commonwealth of Pennsylvania, Department of Transportation, and that the averments contained and set forth herein are true and correct to the best of my knowledge, information, and belief, and are made subject to the penalties provided in 18 Pa. C.S. §4904, relating to false swearing to authorities.

WHEREFORE, an easement for transportation purposes, a substitute right-of-way easement for utility, and a temporary construction easement are hereby condemned from the property identified on the attached Schedule of Property Condemned, as indicated on the plans referenced in Paragraph 7 above.



Gary C. Fawver, P.E.
Chief, Right-of-Way and Utilities Division

IN THE COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY, PENNSYLVANIA

NO.

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF TRANSPORTATION,
OF RIGHT OF WAY FOR STATE
ROUTE 0309, SECTION 110,
A LIMITED ACCESS HIGHWAY IN THE
TOWNSHIP OF UPPER DUBLIN

DECLARATION OF TAKING

Stuart A. Liner
Assistant Counsel
ID No. 15290

Commonwealth of Pennsylvania
Department of Transportation
Office of Chief Counsel
P.O. Box 8212
Harrisburg, PA 17105-8212



SCHEDULE OF PROPERTY CONDEMNED
(Declaration of Taking)

REMIS Proj. No.	060046
County	Montgomery
Fed. Proj. No.	Q05-X064-134
Municipality	Upper DuBlin Twp.
Route-Sec.	0309-110

* TYPE OF DESCRIPTION
D- Deed Description
P- Plan lodged for recording with Notice of Condemnation
R- Plan now recorded in Recorder's Office

Parcel No.	Claim Number	Name, Mailing Address, Property Interest of Condemnees, and Location of Condemned Property	Attached Exhibit Number (if any)	*Type of Description	Plan (if any) Recorded in
15	46002010000	<p>James R. and Doris W. Mac Pherson 505 Summit Avenue Ft. Washington, PA 19034</p> <p>ATTORNEY - Austin M. Lee, Esquire Gilfillan, Gilpin & Brehman Jenkintown Plaza, Suite 200 101 Greenwood Avenue Jenkintown, PA 19046</p> <p>LOCATION OF PROPERTY CONDEMNED: Deed Book 3839, Page 175</p>		R	Highway Plan Book 49, Pages 440 - 442, sheet #23

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION, OF THE RIGHT-
OF-WAY FOR STATE ROUTE 0309,
SECTION 110, A LIMITED ACCESS
HIGHWAY IN THE TOWNSHIP OF
UPPER DUBLIN

NO.

EMINENT DOMAIN PROCEEDING
IN REM

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Please enter the appearance of Carl Vaccaro, Assistant Counsel In Charge, 7000 Geerdes Blvd, King of Prussia, Pennsylvania 19406 and Stuart A. Liner, Assistant Counsel, Office of Chief Counsel, Department of Transportation, P.O. Box 8212, Harrisburg, PA 17105-8212, as attorneys for the Commonwealth of Pennsylvania, Department of Transportation, Condemnor in the above-captioned proceedings.

Carl Vaccaro

Carl Vaccaro
Assistant Counsel In Charge

Stuart A. Liner

Stuart A. Liner
Assistant Counsel

Dated: February 26, 2001

01 MAR -7 PM 11

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION, OF THE RIGHT-
OF-WAY FOR STATE ROUTE 0309,
SECTION 110, A LIMITED ACCESS
HIGHWAY IN THE TOWNSHIP OF
UPPER DUBLIN

NO. 01-04830

EMINENT DOMAIN PROCEEDING
IN REM

NOTICE OF CONDEMNATION

NOTICE IS HEREBY GIVEN that the Secretary of Transportation of the Commonwealth of Pennsylvania on *7 March 2001*, filed a Declaration of Taking in the above named Court to the above term and number in an action to condemn the property or properties identified on the Schedule of Property Condemned attached hereto and made a part hereof, as shown on the plans recorded at the location stated on the said Schedule. The name or names of those having property interests condemned, as well as those displaced, are also contained on the said Schedule.



Agent for the Commonwealth

COMMONWEALTH OF PENNSYLVANIA :

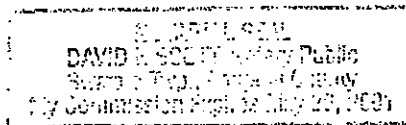
COUNTY OF *Montgomery* : SS
:

On this, the *7th* day of *March*, 2001, before me, a Notary Public, the undersigned officer, personally appeared *Stephen Anthony*, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she is authorized to execute this instrument on behalf of the Commonwealth of Pennsylvania, Department of Transportation, and that he/she has executed the same for the purpose therein contained.

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

David F. [Signature]

Notary Public



My Commission Expires: *26 May 2001*

Upon recording, please mail to:

Department of Transportation
Right-of-Way and Utilities Division
P.O. Box 3362 – Commonwealth Keystone Building-7th Floor
Harrisburg, Pennsylvania 17101-3362

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**



SCHEDULE OF PROPERTY CONDEMNED
(Declaration of Taking)

REMIS Proj. No.	060046
Country	Montgomery
Fed. Proj. No.	Q05-X064-134
Municipality	Upper DuBlin Twp.
Route-Sec.	0309-110

* TYPE OF DESCRIPTION	
D-	Deed Description
P-	Plan lodged for recording with Notice of Condemnation
R-	Plan now recorded in Recorder's Office

Parcel No.	Claim Number	Name, Mailing Address, Property Interest of Condemnees, and Location of Condemned Property	Attached Exhibit Number (if any)	*Type of Description	Plan (if any) Recorded in
15	46002010000	<p>James R. and Doris W. Mac Pherson 505 Summit Avenue Ft. Washington, PA 19034</p> <p>ATTORNEY - Austin M. Lee, Esquire Gilfillan, Gilpin & Brehman Jenkintown Plaza, Suite 200 101 Greenwood Avenue Jenkintown, PA 19046</p> <p>LOCATION OF PROPERTY CONDEMNED: Deed Book 3839, Page 175</p>		R	Highway Plan Book 49, Pages 440 - 442, sheet #23

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF TRANSPORTATION,
OF RIGHT OF WAY FOR STATE
ROUTE 0309-SECTION 110 IN THE
TOWNSHIP UPPER DUBLIN

| NO.01-04830, TERM 2001
| DEED BOOK 5332,PAGE 763
|
| EMINENT DOMAIN PROCEEDINGS-IN REM

OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA.
01 APR -9 PM 2:58

PROOF OF SERVICE

COMMONWEALTH OF PENNSYLVANIA |
COUNTY OF MONTGOMERY |

Donald DiDomenico, being duly sworn according to law, deposes and says that he is District Right of Way Administrator of District 6-0, Department of Transportation, Commonwealth of Pennsylvania, and that on or before April 7, 2001, notice of the filing of the Declaration of Taking in the above matter was served on the condemnees affected thereby in compliance with Article IV, Section 405, of the Eminent Domain Code, Act of June 22, 1964, P. L. 84, as amended. A schedule of the condemnees so notified is attached hereto and made a part hereof.

David L. Smith

District Right of Way Administrator
Engineering District 6-0

Sworn to and subscribed before me

Patricia A. Leach
Notary Public
My Commission Expires: 03-23-2002

Notarial Seal
Patricia A. Leach, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Mar. 23, 2002

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE
COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION, OF THE RIGHT-
OF-WAY FOR STATE ROUTE 0309,
SECTION 110, A LIMITED ACCESS
HIGHWAY IN THE TOWNSHIP OF
UPPER DUBLIN

NO. TERM, 20
01-04830

EMINENT DOMAIN PROCEEDING
IN REM

MEMORANDUM TO PROTHONOTARY

You are hereby informed that notice of the condemnation effected by the Declaration of Taking filed to the above term and number on 3/7/01, was recorded in the office of the Recorder of Deeds of the above county in Deed BK 5352, Page(s) 763.

The condemnation book and page number, file number, or microfilm number of any property plat filed or microfilmed separately from the said Notice of Condemnation is shown on the list of property condemned which is attached hereto.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Tom Williams
District Right of Way Administrator
Engineering District No. 6-0

OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA.
01 MAR -9 PM 1:43

RESOLUTION

NO. 1790

A RESOLUTION To Provide For The Rates Of Compensation For The Upper Dublin Township Engineer, Sewer Engineer And Township Solicitor.

WHEREAS, on January 7, 2002, Jeffrey A. Wert of the firm of Metz Engineers was appointed Township Engineer by the Board of Commissioners; and,

WHEREAS, on January 7, 2002, Kenneth E. Heydt of Carroll Engineering Corporation was appointed Township Sewer Engineer by the Board of Commissioners; and

WHEREAS, on January 7, 2002, Gilbert P. High, Jr., of the law firm of High, Swartz, Roberts & Seidel LLP was appointed Township Solicitor by the Board of Commissioners; and

WHEREAS, the respective compensation of the Township Engineer , the Township Sewer Engineer and the Township Solicitor 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 2002 shall be at the following hourly rates:

Principal Engineer	\$ 80.00/hour
Professional Engineer	\$ 76.00/hour
Project Engineer	\$ 72.00/hour
Project Surveyor	\$ 70.00/hour
Registered Landscape Architect	\$ 70.00/hour
Designer	\$ 58.00/hour
Senior Engineering Technician/CAD Operator	\$ 50.00/hour
Senior Engineering Technician/CAD Operator (Premium Time)	\$ 60.00/hour
Engineering Technician	\$ 42.00/hour
Engineering Technician (Premium Time)	\$ 48.00/hour
Administrative Assistant/Office Services	\$ 36.00/hour
Engineering Aide	\$ 30.00/hour
3-Man Survey Corps.	\$108.00/hour
2-Man Survey Corps.	\$ 92.00/hour
3-Man GPS Survey Corps.	\$128.00/hour
2-Man GPS Survey Corps.	\$112.00/hour
Construction Representative/Observer	\$ 44.00/hour
(Overtime -- after 4:00 PM & Weekends)	\$ 54.00/hour
Senior Construction Representative/Observer	\$ 52.00/hour
(Overtime -- after 4:00 PM & Weekends)	\$ 64.00/hour

RESOLVED that the compensation paid for duties performed by the Township Sewer Engineer for the year 2002 shall be at the following hourly rates:

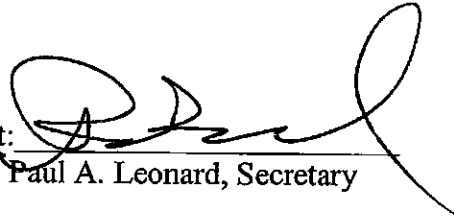
Principal	108.00
Department Manager	97.00
Professional V	97.00
Professional IV	95.00
Professional III	89.00
Professional II	82.00
Professional I	78.00
Engineer (EIT)	62.00
Project Manager II	82.00
Project Manager I	78.00
GIS Analyst	62.00
Planner III	62.00
Planner II	53.50
Planner I	47.50
Technician III	62.00
Technician II	53.50
Technician I	47.50
Party Chief II	62.00
Party Chief I	53.50
Instrument Person	42.00
Administrator	95.00
Systems Coordinator	89.00
CAD Coordinator	62.00
Supervisor	84.50
Field Representative III	62.00
Field Representative II	53.50
Field Representative I	47.50
Administrative Assistant	64.00
Marketing Assistant	64.00
Clerical	47.50
Clerk	32.00


RESOLVED that the compensation paid to the Township Solicitor for the year 2002 shall total \$61,200 for work performed on municipal retainer files and \$150 per hour for all work performed on litigation, project and development files.

ADOPTED this 9th day of April, 2002.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest:


Paul A. Leonard, Secretary


Robert J. Pesavento, President

Resolution No. 1791

Whereas, people of many different backgrounds and walks of life share a common thread as residents in the Upper Dublin Community; and,

Whereas the Upper Dublin Board of Commissioners and School Board of Directors wish to endorse and support an event which will showcase the high quality of living enjoyed in Upper Dublin;

Now, therefore, be it resolved that on Sunday, October 6th, on the grounds of the Upper Dublin High School playing fields adjacent to the Township Building, Community Day 2002 will be held in celebration of the great pride we have in our children and families, volunteers and services, governments and agencies, diverse cultures and interests, and, rich history,

Signed this _____ day of _____, 2002 by the School District of Upper Dublin Board of School Directors.

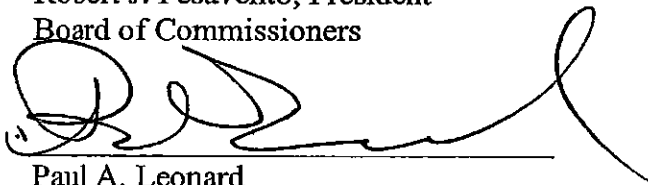
Signed this 9th day of April, 2002 by the Township of Upper Dublin Board of Commissioners.

By:



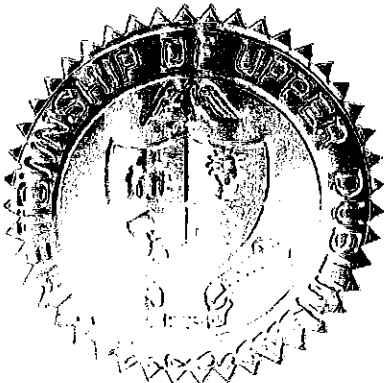
Robert J. Pesavento, President
Board of Commissioners

Lewis Lyons, President
Board of School Directors



Paul A. Leonard
Township Manager, Secretary

Anita Brister, Secretary
Board of School Directors



RESOLUTION
NO. 1792

WHEREAS, the House of Representatives of the Commonwealth of Pennsylvania has before it House Bill No. 2345 proposing an amendment to Title 27 of the Consolidated Statutes to require each operator of a municipal waste landfill or resource recovery facility to pay a disposal fee of \$5 for each ton of municipal solid waste disposed of at the facility, which fee is to be contributed to the Commonwealth's Environmental Stewardship Fund; and

WHEREAS, the proposed fee will be passed along to every municipality in the Commonwealth that collects municipal waste from its residents; and

WHEREAS, Montgomery County and its Eastern District municipalities acted responsively to the solid waste planning responsibilities of Acts 97 and 101 by forming a public/private partnership and constructing at great expense a preferred technology, waste-to-energy(WTE) facility; and

WHEREAS, the WTE facility, located in Plymouth Township, Montgomery County, reduces post-recycled waste to ten percent of its original volume and thirty percent of its original weight, while generating more than 200,000,000 kilowatt hours of electricity per year and beneficially reusing its residual ash as a soil replacement for land fill cover; and

WHEREAS, the goals sought to be achieved by the Environmental Stewardship Fund are already being achieved at great expense to the municipalities serviced by the WTE facility; and

WHEREAS, at \$88.53 per ton in 2002, Eastern Montgomery municipalities, residents and businesses already pay the highest solid waste disposal fees in the Commonwealth, this being due in large part to the dramatic increase of cheap landfill capacity unexpectedly permitted by the Pennsylvania Department of Environmental Protection (PADEP) since our WTE project was undertaken; and

WHEREAS, notwithstanding the benefits of the Growing Greener Program, WTE technology should be exempted from additional fees earmarked for the Growing Greener Program on the grounds that it too provides significant environmental benefit in the areas of waste reduction, resource recovery, byproduct reuse and land conservation; and

WHEREAS, the present bill exempts all residual ash tonnage, whether beneficially reused or not; and

WHEREAS, it is more reasonable, at the very least, to assess a charge against the operators of resource recovery facilities only for that portion of a facility's residual ash tonnage not beneficially reused under a PADEP permit.

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


THAT we oppose House Bill 2345 in its present form and as applied to municipal waste disposed of at a resource recovery facility as placing an added and unconscionable additional burden on taxpayers who, acting responsibly and responsively to the dictates of the legislature, constructed a resource recovery facility at enormous expense and now must maintain that facility by the payment of municipal waste fees far in excess of municipalities who ignored their responsibilities under Acts 97 and 101 and who can now dispose of municipal waste at landfills throughout the Commonwealth at less than half the cost of disposal at a resource recovery facility.

THAT House Bill 2345 penalizes those municipalities presently bearing the significant additional cost of disposing of municipal waste in an environmentally sensitive manner by requiring them to bear the additional burden of an added charge to promote environmental programs they are already supporting, while imposing the same charge on municipalities that are not presently bearing the cost of supporting such programs.

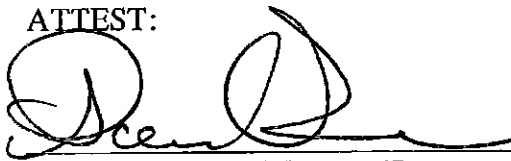
THAT House Bill 2345 should be defeated, or should be amended to exempt operators of resource recovery facilities, except to the extent of residual ash tonnage not beneficially reused under a PADEP permit.

RESOLVED, this *9th* day of *April*, 2002.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: 
Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Manager/Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 1793

**MONTGOMERY COUNTY RECYCLING CONSORTIUM
LAND DEVELOPMENT APPLICATION NO. U.D. 01-10 FOR
PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL
FOR CONSORTIUM RECYCLING CENTER**

WHEREAS, the Montgomery County Recycling Consortium ("Recycling Consortium") is the equitable lessee of property owned by Abington Township on the west side of Fitzwatertown Road south of Susquehanna Road, Upper Dublin Township, comprising 10.32 acres, more or less out of a total tract of 30.32 acres, more or less; and

WHEREAS, the Recycling Consortium desires to construct a recycling center on this tract, presently occupied by the Abington Township Wastewater Treatment Plant, as shown on plans prepared for the Recycling Consortium by Boucher & James, Inc., Consulting Engineers, dated October 15, 2001, last revised on February 14, 2002, sheets 1 through 12, together with supplemental landscape plans consisting of two sheets dated January 25, 2002 and January 31, 2002, said plans hereinafter referred to as the "Plans", all of which are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The development shall be constructed in strict accordance with the Plans, the Plan comments, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

2. The developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

3. Membership in the Montgomery County Recycling Consortium consists of Abington Township, Cheltenham Township, Hatboro Borough, Plymouth Township, Springfield Township, Upper Dublin Township, and Upper Moreland Township. No further members will be added to this group even in the event a current member withdraws.

4. All utilities serving the structures proposed to be built on the property shall be placed underground.

5. The developer shall comply with all conditions set forth in the review letter of the Township Engineer dated February 14, 2002.

6. The developer has requested the waivers as set forth below. Waivers or deferrals are hereby granted as noted, the deferral extending to such time as the Township deems the installation of the improvement to be desirable, in which case the owner of the property shall install the improvement at no cost to the Township:

(a) Waiver from installing sidewalks along Fitzwatertown Road (SLDO §212-18.a.1). In lieu of a waiver, a deferral is granted.

(b) Waiver from installing concrete curbs along the west side of Fitzwatertown Road, except at the driveway entrance (SLDO §212-19.a). In lieu of a waiver, a deferral is granted

(c) Waiver from providing drainage easements (SLDO §212-24.b.2). Waiver is granted.

(d) Waiver from providing utility easements (SLDO §212-28.b). Waiver is granted.

(e) Waiver from installing survey monuments (SLDO §212-30). Waiver is granted.

(f) Waiver from showing existing features within 100 feet of the property (SLDO §212-44.1.C.1). Waiver is granted.

(g) Waiver from providing location and caliper of all trees with trunks eight inches or more in caliper (SLDO §212-32-E.1.h). Waiver is granted.

(h) Waiver from showing natural features, such as water bodies, floodplains, wetlands, rock outcroppings, and slopes in excess of 10%, except those features within the area to be developed. (SLDO §212-32-E.1.m). Waiver is granted.

(i) Waiver from providing one shade tree per 40 linear feet of basin perimeter on condition that the additional landscape berms/buffers shown on the Plans be provided at the northerly corner of the proposed drive and parking area. (SLDO §212-32-F.5). Waiver is granted.

(j) Waiver from providing that all slopes between 10% and 20% be planted with sod, and all slopes exceeding 20% be planted with ground cover plantings, on condition that any wash-out areas be immediately stabilized should they occur. (SLDO §212-32-F.7). Waiver is granted.

(k) Waiver from providing a screen buffer along the rear property line, on condition that the additional landscape berms/buffers shown on the Plans at the northerly and easterly sides of the proposed drive and parking be provided. (SLDO §212-32-F.3). Waiver is granted.

(l) Waiver from providing certification from a registered professional land surveyor for the tract boundary. (SLDO §212-43-B.1). Waiver is granted.

(m) Waiver from providing road widening along property frontage since PennDot is not requesting any. (SLDO §212-15.B). In lieu of a waiver, a deferral is granted.

7. It appears from the plans that more than 40% of the slope areas between 10% and 15% will be graded contrary to the limitations set forth in Chapter 99-17D(1). It further appears that the area being disturbed is a mix of weeds, grass, rock, and loose soil not consistent with the provisions of Section 99-17C. The Board finds that the limitation of grading provided in Chapter 99 does not further the goals sought by restricting the grading of such slopes, and a waiver of compliance with this provision is therefore granted.

8. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the applicant and shall be at no cost to the Township.

9. The number of daily trips (entrances and exits) made by municipal vehicles bringing recycled material to the site and transfer vehicles hauling collected recycled materials to its place of disposal shall be limited to seventy-two (for example, thirty-two municipal vehicles and four transfer vehicles coming to the site per day).


10. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

11. With respect to the conditions set forth in paragraphs 3, 4 and 9 above, the applicant shall assure compliance so long as the recycling center occupies the site by executing and recording a covenant containing such conditions, applicable to the recycling center's activities, and running with the land.

Approved by the Board of Commissioners of Upper Dublin Township this 30th day of
April, 2002.

UPPER DUBLIN TOWNSHIP

BY:



ROBERT J. PESAVENTO, President

PAUL A. LEONARD, Secretary

g:\udt\Projects\Recycling Consortium\Recycling Center\Resolution

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREET AND
STORM SEWER EASEMENT**

RESOLUTION NO. 1794

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from DEUTSCHE BANK AG (hereinafter "Grantor") Deeds of Dedication for a widened portion of Virginia Drive, a public street (hereinafter together "Streets"), more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from Grantor a Deed of Dedication for a storm sewer easement (hereinafter "Storm Sewer"), more fully described in Exhibit "B" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Land Development Plan filed by or on behalf of Grantor showing the Street and Storm Sewer Easement which Land Development Plan was prepared by Momonee and Associates, Inc., dated April 15, 1999, as last revised June 20, 2000, and recorded on April 19, 2002 in the Office for Recording of Deeds, Norristown, Pennsylvania at Land Site Book L-6, page 82 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Street 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:

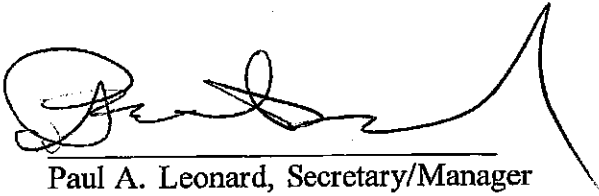
1. The Deeds of Dedication offered to the Township for the widened portion of Virginia Drive, a public street, and the Storm Sewer in Exhibits "A" and "B" attached hereto, are accepted.

2. The public street, as described in the attached Exhibit, shall hereafter be designated on the official map of streets in the Township as a public street.

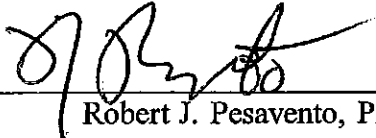
RESOLVED, this *14th* day of *April*, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary/Manager

By: 

Robert J. Pesavento, President

ud\dev\1500 Virginia Drive\accept.res

EXHIBIT "A"

MOMENEE AND ASSOCIATES, INC.

924 COUNTY LINE ROAD • BRYN MAWR, PENNSYLVANIA 19010

(610) 527-3030 • FAX (610) 527-9008

E-MAIL: info@momenee.com

www.momenee.com

Description of a drainage easement, bounded and described according to a plan titled 500 Virginia Drive, Record Plan by Momenee and Associates, Inc., dated April 15, 1999 last revised June 20, 2000, as follows, to wit:

Parcel 'A'

BEGINNING at a point, said point being located along the Easterly side of Pinetown Road (60 feet wide) and its intersection with a common line of lands of 500 Virginia Drive and lands now or formerly of Frank N. and Angela Pileggi marked by a concrete monument to be set, thence from the point and place of beginning along the Easterly side of Pinetown Road North 37 degrees 21 minutes 53 seconds East 37.00 feet to a point, thence leaving said line through lands of 500 Virginia Drive South 51 degrees 57 minutes 26 seconds East 211.25 feet to a point, thence South 25 degrees 30 minutes 49 seconds East 83.09 feet to point along a common line of lands now or formerly of Pringle Electrical Manufacturing Company, thence along said line crossing a common line with lands now or formerly of Frank N. and Angela Pileggi North 51 degrees 57 minutes 26 seconds West 285.21 feet to the first mentioned point and place of beginning.

CONTAINING 9,185 SF (0.2109 acres) of land more or less.

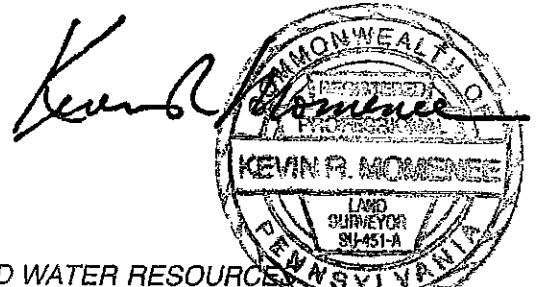
Parcel 'B'

BEGINNING at a point, said point being located the following two courses and distances from the intersection of the Easterly side of Pinetown Road (60 feet wide) and a common line of lands of 500 Virginia Drive and lands now or formerly of Frank N. and Angela Pileggi marked by a concrete monument to be set,(1) along said common line crossing a common line with lands now or formerly of Pringle Electrical Manufacturing Company South 51 degrees 57 minutes 26 seconds East 408.60 feet to a common corner marked by a concrete monument,(2) thence South 37 degrees 25 minutes 23 seconds West 61.70 feet to the point and place of beginning, thence through lands of 500 Virginia Drive South 25 degrees 30 minutes 49 seconds East 124.30 feet to a point along a common line of lands now or formerly of Pringle Electrical Manufacturing Company, thence along said line North 52 degrees 05 minutes 15 seconds West 110.69 feet to a common corner, thence North 37 degrees 25 minutes 23 seconds East 55.61 feet to the first mentioned point and place of beginning.

CONTAINING 3,077 SF (0.0706 acres) of land more or less.

99028LD02
06-30-00

CONSULTING ENGINEERS FOR THE DEVELOPMENT OF LAND AND WATER RESOURCES



MOMENEE AND ASSOCIATES, INC.

924 COUNTY LINE ROAD • BRYN MAWR, PENNSYLVANIA 19010

(610) 527-3030 • FAX (610) 527-9008

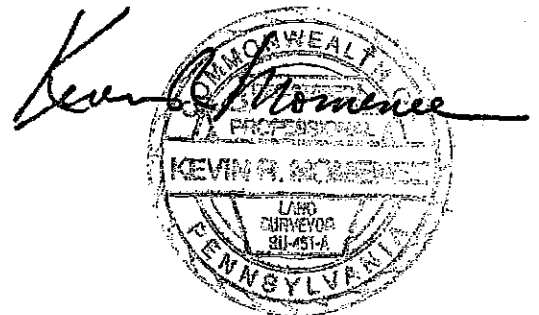
E-MAIL: info@momenee.com

www.momenee.com

Description of a dedication of Ultimate Right-of-Way along Virginia Drive, bounded and described according to a plan titled 500 Virginia Drive, Record Plan by Momenee and Associates, Inc., dated April 15, 1999 last revised June 20, 2000, as follows, to wit:

BEGINNING at a point, said point being located along the North Westerly side of Virginia Drive (60 feet wide) and its intersection with a common line of lands of 500 Virginia Drive and lands now or formerly of 430 Virginia Drive Corporation marked by a concrete monument to be set, thence from the point and place of beginning along said common line North 52 degrees 05 minutes 15 seconds West 16.00 feet to a point, thence leaving said line through lands of 500 Virginia Drive North 37 degrees 24 minutes 53 seconds East 215.96 feet to a point of curvature, thence along the arc of a circle curving to the right having a radius of 196.00 feet an arc distance of 84.53 feet a chord bearing of North 49 degrees 46 minutes 11 seconds East a chord distance of 83.88 feet to a point in the line of lands now or formerly of Virginia Drive Associates, L.P., thence along said line South 37 degrees 31 minutes 51 seconds West 56.31 feet to a point along the North Westerly side of Virginia Drive, thence along said line along the arc of a circle curving to the left having a radius of 180.00 feet an arc distance of 25.71 feet a chord bearing of South 41 degrees 30 minutes 24 seconds West a chord distance of 25.69 feet to a point of tangency, thence continuing along said line South 37 degrees 24 minutes 53 seconds West 216.10 feet to the first mentioned point and place of beginning.

CONTAINING 4,409 SF (0.1012 acres) of land more or less.



RESOLUTION NO. 1795

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR PUBLIC STREET RIGHT-OF-WAY AND WIDENING
OFFERED BY MICHAEL MARINO AND DEIDRE MARINO
ACCORDING TO PLAN OF SUBDIVISION FOR JOHN & EDYTHE G. CANNON**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from MICHAEL MARINO AND DEIDRE MARINO (hereinafter "Grantor") a Deed of Dedication for a Right-of-Way and Widening of Susquehanna Road, more fully described in Exhibit "A" attached hereto, identified and to be known as Susquehanna Road Right-of-Way and Widening; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor, or Grantor's predecessors, showing the Streets, Sanitary Sewer, Drainage, Access, and Utilities which Subdivision Plan was prepared by Urwiler & Walter, Inc., Telford, Pennsylvania, dated March 3, 1997, as last revised July 13, 2001, bearing Job No. 98119-T, and recorded on August 21, 2001 with the Recorder of Deeds, Montgomery County, Pennsylvania at Book A60, page 177 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the described portion of Susquehanna Road 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 Susquehanna Road Right-of-Way and Widening more fully described in Exhibit "A" is accepted.

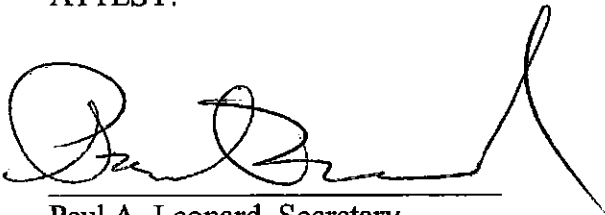
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public street as described in the attached Exhibit shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 14th day of May, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

By: 
Robert J. Pesavento

ud\dev\cannon\accept.res

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF MONTGOMERY

: SS

:

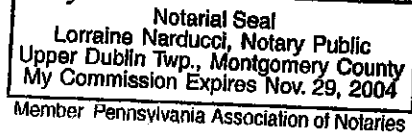
ACKNOWLEDGMENT

On this the ^{4th} day of *May*, 2002, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Pesavento, 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.

Lorraine Narducci

Notary Public



RESOLUTION NO. 1796

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 Township, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:


- FINANCE – 224+- cubic feet
- 1994 Cancelled Payroll Checks
- 1994 Sewer Consumption Reports and Billing Journals
- 1998 Payroll Time Cards & Time Sheets
- 1998 Monthly Sewer A/R Batches
- 1998 Daily Sewer Records & Deposit Slips


- 1993 EIT Employer Batches

- 1990-1993 EIT Employer Finals

- 1992-1993 Accounts Payable Records

Signed this 14th day of May A.D. 2002

Attest

Paul A. Leonard, Secretary

Township of Upper Dublin
Board of Commissioners

Robert J. Pesavento, President

RESOLUTION NO. 1797

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE
2002 PACC AUTOMOTIVE AND EQUIPMENT CONTRACT

WHEREAS, Section 1902 of Act 57 of May 15, 1998, (Title 62 Pa C.S. 1902), known as the "Commonwealth Procurement Code", permitting local public procurement units, local municipalities, and authorities to sponsor, establish, participate in, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, materials, equipment, or services with another local public procurement unit; and

WHEREAS, a "local procurement unit" is defined as any political subdivision, public authority, educational, health or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit cooperation operating a charitable hospital; and

WHEREAS, it is hereby deemed to be in the best interest of Upper Dublin Township to participate in the Pennsylvania Capital City (PACC) Automotive and Equipment Contract administered by the City of Harrisburg, Pennsylvania;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township will participate in the 2002 PACC Automotive and Equipment Contract, by purchasing supplies and services based upon the terms, conditions and prices established in the contract and will be responsible for the payment of the price directly to the contractor of said expenses directly related.

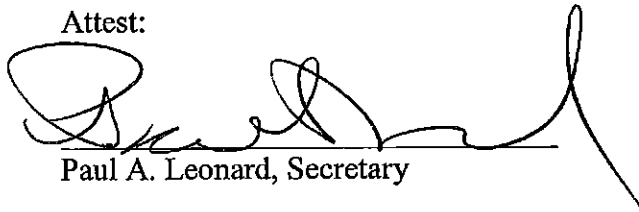
ADOPTED this 14th day of May, 2002.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

Robert J. Pesavento, President

Attest:


Paul A. Leonard, Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 1798

**1100 VIRGINIA DRIVE ASSOCIATES
LAND DEVELOPMENT APPLICATION NO. U.D.02.011 FOR
PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL
FOR 1100 VIRGINIA DRIVE (EXPO CENTER)**

WHEREAS, 1100 VIRGINIA DRIVE ASSOCIATES ("Associates") is the owner of property located at 1100 Virginia Drive, Upper Dublin Township, comprising a tract of apx. 67.1 acres improved with a multi-story manufacturing, warehouse, office building and exposition center lying within the EC Employment District; and

WHEREAS, Associates has presented the Township with six different submissions seeking approval of various schemes for the change of use of a portion of the property, together with the proposed alteration of parking facilities, the history of which is as follows:

First Submission - Upper Dublin Township approved a Change of Use Plan for a two (2) phased occupancy of 170,780 S.F. on the east end of the building on August 8, 2000, for a computer related user. Two Hundred Eighteen (218) parking spaces were shown immediately adjacent to the building.

Second Submission - On November 13, 2001, Upper Dublin Township approved a Change of Use Plan for Devry Institute to occupy 103,180 S.F. on the west end of the Expo Center with seven hundred forty (740) parking spaces to be utilized.

Third Submission - Subsequent to Submission No. 2, a New Plan Set was given to the Township for a New Stand-alone Building to be built within the middle parking area to the rear of the site. This building contained approximately 100,000 S.F. and required

seven hundred forty (740) parking spaces. This Plan Set was reviewed and subsequently withdrawn.

Fourth Submission - On February 24, 2002, a Nine (9) Sheet Plan Set labeled "Parking Lot Modifications" was submitted for review. This Plan Set proposed, on the west end of the building, removal of approximately 8,000 S.F. of building area, construction of an exterior patio, construction of portions of the parking areas shown on the First Submission, new curb islands, lighting relocation, removal of a loading dock and a new building entrance. Reference Metz Engineers' March 22, 2002, Review Letter. No allocation of space within the building was shown.

Fifth Submission - On April 10, 2002, the Township received a Fourteen (14) Sheet Plan Set supplementing the Fourth Submission with new Sheets Nos. 1, 9, 12, 13 and 14. This Plan Set addresses some of Metz Engineers' March 22, 2002 review comments, however differs by the addition of twenty-nine (29) parking spaces (to be reserved) on the former Sanitary Sewer Treatment Plant site. No space allocations within the building are shown. The Commercial Parking area for the school is indicated to require seven hundred forty (740) parking spaces. A total of three hundred seventy-six (376) spaces are shown to be improved including the twenty-nine (29) in reserve.

Current Submission - On May 14, 2002, the Township received a revised Plan Set prepared by Oxford Engineers & Consultants, Inc. consisting of fourteen (14) sheets dated April 5, 2002, last revised on May 10, 2002. Space allocations within the building are shown. Seven Hundred Forty (740) spaces are allocated for this use. Lighting and crosswalks are shown for pedestrian safety. Twenty-nine (29) spaces are shown in reserve; and

WHEREAS, the current Plan Set proposes to shift the Change of Use previously approved by the Board from the east side of the building to the west side. Upon review with the Township's Solicitor and Code Enforcement Official, it has been determined that no further action is required for the Change of Use. A note has been added to this Plan to the effect that it supercedes all prior plans.

WHEREAS, Associates desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development and confirms the Change of Use of a portion of the building for use by Devry Institute as an educational facility as shown on the Plans, subject, however, to the following conditions:

1. The development shall be constructed in strict accordance with the Plans, the Plan comments, and the terms and conditions of this Resolution.

2. Associates will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

3. Associates shall comply with all conditions set forth in the review letter of the Township Engineer dated June 5, 2002, a copy of which is incorporated into this Resolution by reference.

4. Associates have requested the following waivers or deferrals from the requirements of Township codes which are hereby granted:

a. Waiver from the requirements of §212-32 to have a landscape architect seal the Landscaping Plan.

b. Deferral from the requirement to provide calculations for the retain walls near the patio until such time as the Building Permit application is submitted.

5. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the terms of this Resolution shall be borne entirely by Associates and shall be at no cost to the Township.

6. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows as required hereunder and by the Upper Dublin Township Code must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, and the security provided, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

7. Applicant shall add the following note to the final plan: "Owner agrees to make all reasonable lighting level adjustments to the installed poles (i.e. back shields, softer light bulbs, etc) upon request from the Township, in accordance with Township requirements."

Approved by the Board of Commissioners of Upper Dublin Township this 11th day of June, 2002.

UPPER DUBLIN TOWNSHIP

BY: 
ROBERT J. PESAVENTO, President

Attest:



PAUL A. LEONARD, Secretary

g:\stud\developments\1100 Virginia Drive\resolution
6.7.02

UPPER DUBLIN TOWNSHIP

AMENDED

RESOLUTION NO. 1799

RESOLUTION TO "PICK-UP" CONTRIBUTIONS TO NON-UNIFORMED
EMPLOYEES PENSION PLAN

WHEREAS, the Township of Upper Dublin ("Township") established the Upper Dublin Township Non-Uniformed Employees Pension Plan ("Plan") pursuant to Ordinance No. 939 and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article II; and

WHEREAS, as of January 1, 2002, Members are required to make a contribution to the Plan (i.e. Member Required Contributions) and the Township has decided to obtain a private letter ruling from the Internal Revenue Service so that the Member Required Contributions may be treated as "pick-up" contributions under Internal Code Section 414(h); and

WHEREAS, the Township amended and restated the Plan in accordance with Internal Revenue Code section 401(a); and

WHEREAS, the Township expects that, the Internal Revenue Service shall 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 therefore submitted a private letter ruling request on or about May 20, 2002 which included Resolution 1785 to allow such "pick up" contributions to the Plan; and

WHEREAS, Resolution 1785 also approved the amendment of Plan Section 8.4 to permit the Plan to make such "pick-up" contributions; and

WHEREAS, the Internal Revenue Service requested that Resolution 1785 be revised or superseded to incorporate certain provisions thereby, making it necessary for the Township to adopt this Resolution; and

WHEREAS, the Member's Required Contributions although designated as employee contributions will, effective July 1, 2002, be paid by the Township in lieu of contributions by the Member; and

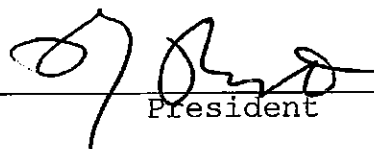
WHEREAS, a Member will not have an option to choose to receive the Member's Required Contributions directly or to have them paid by the Township to the Plan; and

WHEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that, effective July 1, 2002, all contributions made to the Plan by Members shall be treated as "pick-up" contributions.

RESOLVED, this ___ day of June 11, 2002.


BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____



President

ATTEST


Secretary