

UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
11-2100	12/13/11	Establish Fund Balance Policies required by GASB
11-2101	12/13/11	Amend Civil Service Rules & Regulations, Amendment No. 7
11-2102	12/13/11	Authorize LST Fees
11-2103	12/13/11	Appoint Tax Hearing Officer
12-2104	01/10/12	Accept Deeds of Dedication for Herold Court and Lewisville Drive
12-2105	02/14/12	Grant Police Detective Kenneth Whisler Honorable Discharge and Disability Pension
12-2106	02/14/12	Proclaim April 27, 2012 as Arbor Day
12-2107	02/14/12	Establish Towing Fees
12-2108	02/14/12	Adopt Criteria for Replacing Curbs, Sidewalks and Driveway Aprons
12-2109	03/13/12	Settle Matter of Milestone Construction vs. Upper Dublin Township
12-2110	03/13/12	Approve Sale of Old Fort Washington School
12-2111	03/13/12	Reimbursement Resolution for Bond Proceeds
12-2112	06/12/12	Implementation of UDT Rapp Run and Pine Run Flood Retarding Structures
12-2113	06/12/12	Authorize Sale of Old Fort Washington Elementary School
12-2114	06/12/12	Approve Tax Collector Depository
12-2115	07/10/12	Adopt New Rates Township Engineer
12-2116	07/12/12	Approve Settlement of Daniel Lagreca vs. Township of Upper Dublin
12-2117	08/14/12	Approve Montgomery County Planning Commission Planning Assistance Contract
12-2118	09/11/12	Grant Police Officer James Governa Honorable Discharge and Disability Pension

12-2119	10/09/12	Approve Execution of Agreement for sharing of Video Streaming Images with PennDOT.
12-2120	11/13/12	Approve Bauman & Hanover Sewer Project
12-2121	11/13/12	Authorize Acquisition of Property Eminent Domain Flood Retarding Structures -1716 Limekiln Pike – Dresher Woods
12-2122	11/13/12	Authorize Acquisition of Property Eminent Domain Flood Retarding Structures – 1435 Dreshertown Road
12-2123	11/13/12	Authorize Acquisition of Property – 1417 Dreshertown Road – Widman
12-2124	11/13/12	Authorize Acquisition of Property Eminent Domain Flood Retarding Structures – 1401 Dreshertown Road – Condor
12-2125	11/13/12	Amend Civil Service Rules & Regulations, Amendment No. 8
12-2126	11/13/12	Authorize Advertising for Bids – 1255 Fort Washington Avenue
12-2127	12/11/12	Establish 2013 Budget
12-2128	12/11/12	Authorize Acquisition of Property Eminent Domain Flood Retarding Structures – 1417 Dreshertown Road – Widman
13-2129	01/08/13	Declare 456 Renfrew Avenue a Public Nuisance and Imminent Hazard And Authorizing Correction and/or Abatement
13-2130	02/12/13	Accept Penna Settlement Agreement and Mutual Release
13-2131	02/12/13	Authorize Designation of Agent for Disaster Relief Superstorm Sandy
13-2132	02/12/13	Adopt Montgomery County Hazard Mitigation Plan
13-2133	02/12/13	Proclaim April 26, 2013 as Arbor Day
13-2134	02/12/13	Amend Civil Service Rules & Regulations, Amendment No. 9
13-2135	04/02/13	Authorize Application for CDBG Funds for 2013
13-2136	05/14/13	Authorize Traffic Signals Limekiln Pike and Bell Lane
13-2137	04/09/13	Authorize Twining Valley Land Use Evaluation Study
13-2138	05/14/13	Demolition Permit for 316 Madison Avenue

13-2139	07/09/13	Authorize Execution of ARLE Funding Agreement
13-2140	07/09/13	Authorize Entry by Upper Dublin Township onto Properties
13-2141	08/13/13	Deny Historical Commission Request to Change EPI-Center Classification
13-2142	08/13/13	Approve Change in PLGIT Credit Card Merchant Provider
13-2143	10/08/13	Authorize Designation of Agent for Disaster Relief Superstorm Sandy
13-2144	10/08/13	Adopt Market Value Method on Pensions
13-2145	10/29/13	Memorandum of Understanding Turnpike Slip Ramp and School Buses
13-2146	11/12/13	Affirming Intention Regarding Post 2014 Waste Disposal and the Waste System Authority of Eastern Montgomery County
13-2147	12/10/13	Establish 2014 Budget
13-2148	12/10/13	Appoint Township Treasurer
14-2149	01/14/14	Lower Amount of Fidelity Bond for Township Treasurer
14-2150	01/14/14	Amend Construction Management Services Agreement for Flood Retarding Structures
14-2151	02/11/14	Proclaim April 25, 2014 as Arbor Day
14-2152	02/11/14	Authorize Traffic Signal Improvements N. Limekiln Pike and Dillon/ Meetinghouse Road
14-2153	03/11/14	Development of North Hills Manor
14-2154	03/11/14	Authorize Designation of Agent for Disaster Relief Hurricane Irene
14-2155	03/11/14	Authorize Designation of Agent for Disaster Relief Tropical Storm Lee
14-2156	03/11/14	Support Grant Application to DCNR C2P2 for Limekiln Pike Pathway Connection
14-2157	04/08/14	Approve Demolition Permit 580 Meetinghouse Road-Gilbert House
14-2158	04/08/14	Authorize Disposition of Public Records
14-2159	04/08/14	Authorize Improvements to Traffic Signal Susquehanna and Twining Roads

- 14-2160 04/08/14 Authorize Application for CDBG Funds for 2014
- 14-2161 04/08/14 Support Grant Application to DCNR C2P2 for Virginia Drive Road Diet and Trail
- 14-2162 04/08/14 Declare Intent to Vacate a Portion of Lewisville Drive
- 14-2163 06/10/14 Authorize Grant Application to PennDOT's Multimodal Transportation Fund
- 14-2164 06/10/14 Accept Deeds of Dedication for Traffic Signal Easements for 898 Bell Lane and 834 Bell Lane
- 14-2165 06/10/14 Authorize Claim Settlement for North Hills Avenue Storm Sewer
- 14-2166 07/08/14 Authorize the Sale of 214 Summit Avenue, "Lot 1" to Dennis R. Williams, Inc.
- 14-2167 07/08/14 Authorize the Sale of 218 Summit Avenue, "Lot 2" to Dennis R. Williams, Inc.
- 14-2168 07/08/14 Authorize Grant Application to DCED for the Montgomery County Local Share for the Rapp Run Bridge on Virginia Drive
- 14-2169 07/08/14 Authorize Grant Application to DCED for the Watershed Restoration and Protection Program (WRPP)
- 14-2170 07/08/14 Authorize Agreements: Declaration of Covenants, Easements and Restrictions Concerning Stormwater Facilities, Drainage and Stormwater Easement Agreements, Extinguishment of Access Easements and Access Easement Agreement from the School District of Upper Dublin
- 14-2171 08/12/14 Approve Grant Application DCED Rapp Run Bridge Replacement
- 14-2172 08/12/14 Authorize Disposition of Public Records
- 14-2173 08/12/14 Demolition Permit 1901 Pennsylvania Avenue – Emlen House
- 14-2174 09/09/14 Approve Real Estate Assessment Appeal-HUB Properties
- 14-2175 09/09/14 Authorize Disposition of Public Records
- 14-2176 11/11/14 Approve Preliminary and Final Subdivision Plan for Zieger Tract
- 14-2177 11/11/14 Approve Demolition Permit for Copernicus/Hawkswell House, 900 E. Pennsylvania Avenue
- 14-2178 11/11/14 Urge Temple University President Theobald and Board of Trustees to Consider Impacts of Disestablishing the Community Regional Planning Program

14-2179	12/09/14	Establish 2015 Budget
15-2180	01/13/15	Approve Sewer Plan Revision for Extension of Sanitary Sewer along Bauman Drive and Hanover Place
15-2181	01/13/15	Approve Traffic Signal Changes at N. Limekiln Pike and Norristown Road
15-2182	01/13/15	Approve Traffic Signal Changes at N. Limekiln Pike and Twining Road
15-2183	02/10/15	Authorizing Bond Refinancing for 2010 Debt
15-2184	02/10/15	Proclaim April 24, 2015 as Arbor Day
15-2185	02/10/15	Approve the Ardsley Drainage Settlement
15-2186	02/10/15	Approve PennDOT Snow Removal Agreement
15-2187	02/10/15	Audubon Bird Town Recognition
15-2188	03/10/15	Support Grant Application to DCNR C2P2 for Commerce Drive Road Diet and Cross County Trail Project
15-2189	04/14/15	Approve Findings of Fact Conditional Use 410 Commerce Drive
15-2190	04/14/15	Approve Traffic Signal Changes at Limekiln Pike and Dreshertown Road/Virginia Drive
15-2191	04/14/15	Approve Traffic Signal Changes at Susquehanna Drive and Virginia Drive
15-2192	05/12/15	Approve Participation in Consortium 2015 Road Resurfacing Bid
15-2193	06/09/15	Approve Resolution to Enter into a Planning Assistance Contract for Montgomery County Planning Commission Planning Services
15-2194	06/09/15	Approve Resolution for Traffic Signal Changes at Welsh Road and Dreshertown Road
15-2195	06/09/15	Approve Resolution for Application to the Greenways Grant Program In the Amount of \$250,000
15-2196	06/09/15	Approve Resolution for Application to the Commonwealth Financing Authority for Multimodal Transportation Grant for the Zip Ramp in the Amount of \$2,600,000

- 15-2197 07/14/15 Approve Resolution for Application for Fees for Inspections and Engineering
- 15-2198 07/14/15 Approve Resolution for Traffic Signal Changes at Bell Lane and Limekiln Pike
- 15-2199 07/14/15 Approve Resolution for Supplemental Preliminary/Final Land Development for Zieger Tract

**RESOLUTION TO ESTABLISH FUND BALANCE POLICIES
AS REQUIRED BY GASB 54**

RESOLUTION NO. ~~11-2000~~

11-2100

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective in fiscal year 2011, and

WHEREAS, the Township of Upper Dublin wishes to comply with GASB 54 as required beginning with the current 2011 fiscal year;

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners hereby adopts the following policy:

Fund balance measures the net financial resources available to finance expenditures of future periods. The Township's Unassigned General Fund Balance will be maintained to provide the Township with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.

Fund balance of the Township may be committed for a specific source by formal action of the Board of Commissioners. Amendments or modification to the committed fund balance must also be approved by formal action of the Board of Commissioners. Committed fund balance does not lapse at year-end. The formal action required to commit fund balance shall be by board resolution or motion.


Fund balances of the Township Special Revenue Funds (Fire Protection, Library and Parks and Recreation Funds) are automatically assigned fund balances. User fees charged for Parks and Recreation and Library purposes can only be used to fund expenses incurred by Parks and Recreation and Library activities.

The Board of Commissioners recognizes that good fiscal management comprises the foundational support of the entire Township. To make that support as effective as possible, the Board intends to maintain a minimum fund balance of 5% of the Township's general fund annual operating expenditures.

ADOPTED THIS 13th day of December, 2011

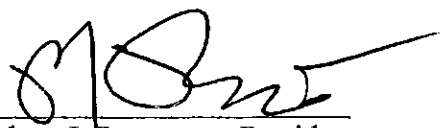
Board of Commissioners
UPPER DUBLIN TOWNSHIP

ATTEST



Paul A. Leonard, Secretary

BY



Robert J. Pesavento, President

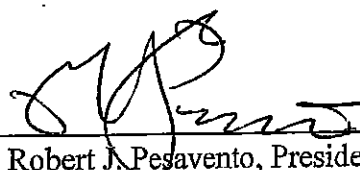
RESOLUTION NO. 11-2100

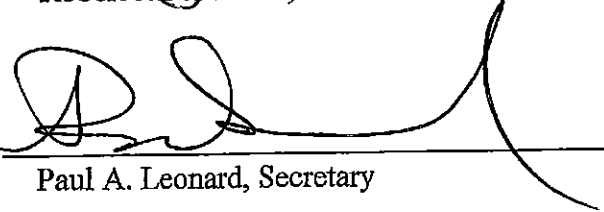
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

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.7 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 13th day of DECEMBER, 2011 at a regular stated meeting of the Board of Commissioners.

By: 
Robert J. Pesavento, President

Attest: 
Paul A. Leonard, Secretary

AMENDMENT NO. 7

**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 III. Applications, Section 307. Investigation of the Applicant, shall be further amended by adding the following paragraph:

No background investigations shall be required for applicants for a promotion examination under Section 701.F of these Rules and Regulations.

2. Article V. Medical and Psychological Examinations, Section 502., shall be further amended in its entirety, as follows:

Section 502. Physical and Psychological Examinations After Offer of Employment.

A. For examinations for the position of Patrol Officer, after the Municipal Governing Body selects an applicant from the certified list of three (3) for appointment to the vacant position, the applicant selected shall receive a conditional offer of employment. The offer of employment shall be conditioned upon the conditional employee undergoing a physical and psychological medical examination and a determination that the conditional employee is capable of performing all the essential functions of the position. The physical medical examinations shall be under the direction of a physician or other qualified medical professional. The psychological medical examinations shall be under the direction of a psychiatrist or a psychologist. If the opinion rendered by the physician, other qualified medical professional, psychiatrist or psychologist calls into question the conditional appointee's ability to perform all essential functions of a position, a person designated by the Township Commissioners shall meet with the conditional appointee for the purpose of having one or more interactive discussions on whether the conditional appointee can, with or without reasonable accommodation, perform all the essential functions of the position. If, at the conclusion of the aforesaid interactive discussion, the Township Commissioners determine that the conditional appointee is not qualified, the Township Commissioners shall give written notice to the conditional appointee and the Civil Service Commission. The failure to pass either examination shall result in the applicant being rejected from consideration.

The rejected applicant may appeal this decision under Section 310. in the same manner and following the same procedure as if the rejection were by the Commission.

B. For examinations for promotions for the positions of Corporal, Sergeant, Lieutenant and Deputy Chief, no physical and psychological medical examinations shall be required.

3. Article VII. Examination Process, Section 701. Examinations for Police Positions, Subparagraph A.(3), Physical Agility Test, shall be amended by adding the following:

D. The Commission shall appoint the Police Department or its representative to conduct the Physical Fitness or Agility Examination (testing) and report the results to the Commission. The order of testing shall be within the discretion of the test administrator, but the same test order shall be used for all applicants.

4. Article VII. Examination Process, Section 701.B. Examination for the Positions of Corporal, Sergeant and Lieutenant, Subsection (1), shall be amended in its entirety, as follows:

(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	50%
Step 2	Oral Examination	Ref: Section 703	50%

5. Article VII. Examination Process, Section 701.C. Examination for the Position of Deputy Chief, Subsection (1), shall be amended in its entirety, as follows:

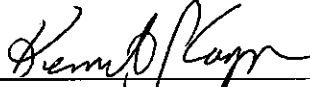
(1) The following parts comprise the examination process for the aforementioned position:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 1	Written Examination	Ref: Section 703	50%
Step 2	Oral Examination	Ref: Section 703	50%


6. Article VII. Examination Process, Section 701. Examinations for Police Positions, Subsection E., Physical Agility Test for the Positions of Corporal, Sergeant, Lieutenant and Deputy Chief, shall be deleted and the Subsection marked for reservation as follows:

E. Reserved.

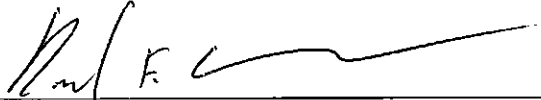
Approved by a majority of the Commission this 28th
day of November, 2011 at a special meeting of the
Commission:



Kenneth J. Cooper, Chairman



Laurence S. Nathan, Vice Chairman



David F. Levy, Secretary

Frances F. Biedlingmaier, Alternate Member

David M. Bricker, Alternate Member

RESOLUTION NO. 11-2102

A RESOLUTION OF THE GOVERNING BOARD OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING AND EMPOWERING ITS LOCAL TAX COLLECTOR, BERKHEIMER, TO IMPOSE AND RETAIN COSTS OF COLLECTION ON DELINQUENT TAXES.

WHEREAS, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of certain local taxes under and pursuant to the authority of the Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, as amended; and

WHEREAS, UPPER DUBLIN TOWNSHIP has hired Berkheimer to collect said taxes levied by the UPPER DUBLIN TOWNSHIP, including taxes that are or may become delinquent; and

WHEREAS, pursuant to Act 192 of the 2003-2004 General Assembly of the Commonwealth of Pennsylvania, UPPER DUBLIN TOWNSHIP has the right to impose a cost of collection on taxes that become delinquent and/or that remain due and unpaid;

NOW, THEREFORE, BE IT RESOLVED that

1. **UPPER DUBLIN TOWNSHIP APPROVES AND ADOPTS the Cost of Collection Schedule attached hereto and made apart of this Resolution to be imposed by BERKHEIMER upon any taxpayer whose taxes are or become delinquent and/or remain due and unpaid.**

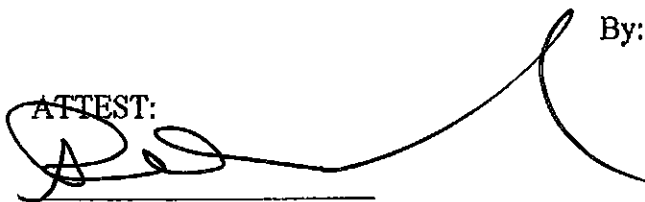
2. **BERKHEIMER is authorized to retain said costs of collection set forth in the attached schedule incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.**

3. **Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.**

ENACTED into a RESOLUTION this 13th day of December, 2011

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

By: 
Robert J. Pesavento, President

ATTEST:

Paul A. Leonard, Secretary

**SCHEDULE OF COLLECTION COSTS TO BE IMPOSED AND ADDED
 TO DELINQUENT TAX**

TAXPAYER NOTIFICATION AND ADMINISTRATION

1) Taxpayer late filing, Failure to File, Underpayment or Failure to Pay notice	\$25.00
2) Employer late filing notice or underpayment penalty notice for quarterly or annual earned income tax or local services tax return or reminder notice 10% of the tax, penalty and interest due-minimum charge \$50.00	\$50.00
3) Delinquent account servicing fee, including records imaging or other detailed recordkeeping, office staffing, computer equipment and software, office space, telephone, printing and imaging equipment, supplies used to generate delinquent notices and to establish payment plans. 10% of tax, penalty and interest due-minimum charge \$50.00	\$50.00
4) Establishment of Payment Plan (per planned payment)	\$5.00
5) Fee for check returned from bank or failed electronic payment (NSF, Acct. Closed, etc).	\$29.00
6) Notice of intent to file suit.	\$50.00
7) Certified Taxpayer notice prior to wage attachment	\$25.00
8) Employer wage attachment notice.	\$25.00
9) Paid before Service	\$10.00

LITIGATION

1) Prepare Magisterial District Court complaint.	\$75.00
2) Prepare for hearing.	\$100.00
3) Attend Magisterial District Court trial or hearing.	\$150.00
4) Attend Constable Execution sale.	\$350.00
5) Prepare Arbitration complaint/appeal.	\$150.00
6) Attend Trial.	\$350.00
7) Enter default judgment.	\$150.00
8) Issue Sheriff Writ of Execution.	\$250.00
9) Attend Sheriff Sale.	\$250.00
10) Non-litigation legal work.	\$70.00/hr
11) Litigation legal work.	\$80.00/hr
12) All other clerical work not itemized above.	\$60.00/hr

AUDIT OF EMPLOYERS HOLDING TAXES IN TRUST

1) Tax Assessed Cost:

\$40.00 - 100.00	\$31.25
\$101.00 - 500.00	\$62.50
\$501.00 - 1,000.00	\$125.00
\$1,001.00 - 5,000.00	\$312.50
Over \$5,000.00	\$1,000.00

Civil Complaint: Court cost is advanced by Berkheimer and billed on a monthly basis to the taxing body. This cost is recovered at the time judgment is issued in favor of the taxing body and is reimbursed to the taxing body when paid by the taxpayer.

Judgment Execution: Cost for either lien filing fee or actual Sheriff Sale is advanced by Berkheimer and billed to the taxing body on a monthly basis. Once the cost is recovered from the taxpayer it is reimbursed to the taxing body. All mechanics in either case are handled by Berkheimer.

Notices, which are in most cases used mutually exclusive from one another, may be sent in any order depending on collection efforts required and associated charges are not listed in order of mailing or use. The fees and cost for notices may be cumulative based upon the number and type of notices that Berkheimer must send to successfully collect the delinquency.

All Costs also pertain to electronic tax returns, payments etc.

RESOLUTION NO. 11-2103

A RESOLUTION OF THE GOVERNING BOARD OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT BERKHEIMER AS ITS TAX HEARING OFFICER UNDER AND PURSUANT TO THE LOCAL TAXPAYERS BILL OF RIGHTS FOR THE EXPRESS PURPOSE OF ADJUDICATING APPEALS THEREUNDER.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including **UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY**, to levy, assess and collect certain local taxes on taxpayers, for general revenue producing measures; and

WHEREAS, **UPPER DUBLIN TOWNSHIP** by Resolution and/or Ordinance, has levied, assessed and provided for the collection of the **Local Services Tax**; and

WHEREAS, Section 10 of said Act of 1965, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, **UPPER DUBLIN TOWNSHIP** has appointed Berkheimer to collect the aforementioned taxes levied by it; and

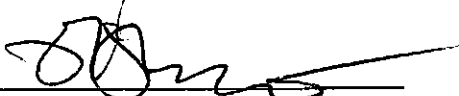
WHEREAS, Act 50 of the 1998 General Assembly of the Commonwealth of Pennsylvania, enacted May 5, 1998, and effective, in part, January 1, 1999, known as the "Local Taxpayers Bill of Rights," requires political subdivisions levying, collecting and assessing taxes of the nature and kind aforementioned to establish an administrative process to receive and make determinations on petitions from taxpayers relating to the assessment, determination or refund of such tax, including without limitation, the appointment of a Tax Hearing Officer by a political subdivision to hear and decide such an appeal; and

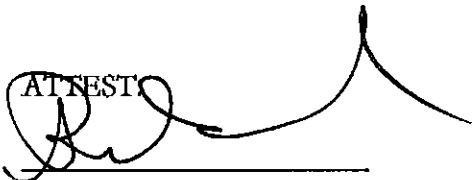
WHEREAS, under Section 8432 of such Act of 1998, a political subdivision shall adopt regulations governing practice and procedure under the Local Taxpayers Bill of Rights;

THEREFORE, BE IT RESOLVED, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, hereby appoints BERKHEIMER as its Tax Hearing Officer and further, adopts and incorporates the Act 50 Regulations as promulgated by Berkheimer in their entirety.

ENACTED into a RESOLUTION this 13th day of December, 2011

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST

Paul A. Leonard, Secretary

RESOLUTION NO. 12-2104

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR HEROLD COURT AND LEWISVILLE DRIVE (EXTENSION)**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Bethel Associates, Inc. (hereinafter "Grantor") Deeds of Dedication for two private streets known as Herold Court and Lewisville Drive (the "Streets") as more particularly set forth on a plan of the Loeb Tract prepared by Woodrow & Associates, Inc., December 22, 2004 and last revised January 13, recorded April 23, 2007 in the office of the Recorder of Deeds of Montgomery County, Norristown, in Plan Book 28, Page 315, which plan was previously approved by the Board of Commissioners of Upper Dublin Township ; and

WHEREAS, the Township Engineer has certified that the streets have been improved 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 Herold Court and Lewisville Drive (Extension) will be opened and dedicated for public use.

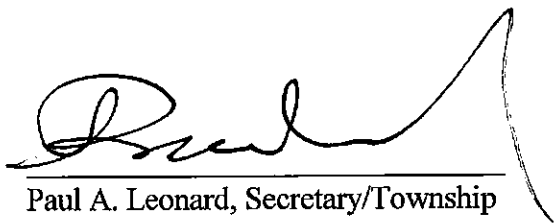
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Easements are accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

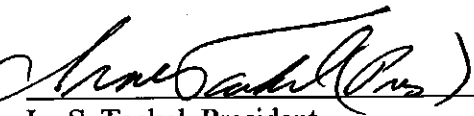
RESOLVED, this 10th day of January, 2012.

ATTEST:

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP



Paul A. Leonard, Secretary/Township
Manager

By: 
Ira S. Tackel, President

**BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP**
RESOLUTION NO. 12-2105

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP GRANTING POLICE DETECTIVE KENNETH WHISLER AN HONORABLE DISCHARGE FROM THE UPPER DUBLIN TOWNSHIP POLICE DEPARTMENT AND FURTHER GRANTING HIM A DISABILITY PENSION.

WHEREAS, the Board of Commissioners of Upper Dublin Township (“the Board of Commissioners”) is the governing authority of the Township of Upper Dublin (“the Township”), a duly constituted Township of the First Class located in Montgomery County, Pennsylvania; and

WHEREAS, Police Detective Kenneth Whisler (“Whisler”) has been employed as a full-time police officer of the Township since March 31, 1988

WHEREAS, Whisler has provided dedicated and honorable service to the Township Police Department and the Township’s residents; and

WHEREAS, Whisler sustained an injury on September 27, 2007, during an arrest and in the performance of his duties; and

WHEREAS, Whisler has not reported for full duty since August 16, 2010 and

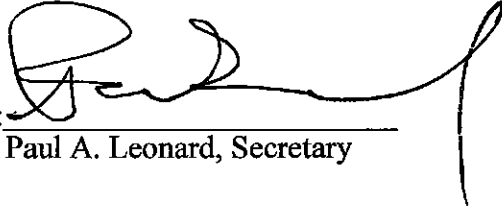
WHEREAS, on December 22, 2011, a physician determined that Whisler had a condition which prevented him from performing the essential duties of a police officer at any point in the foreseeable future and that his injury was thus permanent in nature; and

NOW, THEREFORE, BE IT RESOLVED as follows:

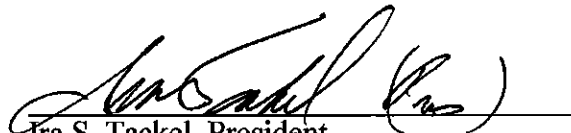
1. The Township hereby recognizes with gratitude Detective Whisler’s dedicated service to the Township and its residents.
2. Effective February 14, 2012, Whisler is hereby granted an honorable discharge from the Upper Dublin Township Police Department.

3. Effective March 1, 2012, Whisler is hereby granted a disability pension and retired medical benefit as more fully described in the labor agreement between the Township and Union and the Township's Police Pension Ordinance.

Duly enacted by the members of the Upper Dublin Board of Commissioners, this 14th day of February, 2012.

Attest: 
Paul A. Leonard, Secretary

**UPPER DUBLIN BOARD OF
COMMISSIONERS**


Ira S. Tackel, President
Board of Commissioners

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 12-2106

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 27, 2012 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

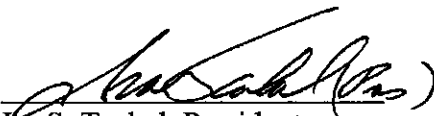
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 14th day of February, A.D. 2012.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Ita S. Tackel, President

RESOLUTION

NO. 12-2107

**A Resolution Of The Board Of Commissioners Of Upper Dublin Township
To Provide For A List Of Approved Towing Companies To Remove
Wrecked Vehicles From The Township Highways Following An Accident
And Regulating Such Companies, Including Providing For Maximum Fees
Which May Be Charged.**

WHEREAS, Police Officers are authorized by §3745.1(c) of the Motor Vehicle Code to direct the removal of vehicles wrecked in an accident and which require towing to a place of safety; and

WHEREAS, this authority requires the police department to pre-arrange and approve towing and storage facilities for the towing of wrecked vehicles to a storage facility; and

WHEREAS, because the owner of the vehicle is responsible for the payment of towing and storage fees the Board of Commissioners deems it desirable to establish a schedule of maximum fees which a towing company may charge for such services when authorized by a police officer to tow a wrecked vehicle from the scene of an accident; and

WHEREAS, the Board of Commissioners further deems it desirable to establish minimum standards to which towing companies which remove wrecked vehicles from accident scenes must adhere.

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

1. The Chief of Police is hereby authorized to create and maintain a list of approved towing and storage companies (Approved Towing Company) to be contacted on a rotating basis

by members of the police department for the purpose of towing vehicles wrecked in an accident from the public highway to a place of safety where they may be stored.

2. Each Approved Towing Company must agree to charge no more to the owner or operator of a towed and/or stored vehicle than the following:

Towing	\$125.00-----24 Hours
Storage	\$45.00 per day after the first 24 hours
Clean Up	\$45.00, Oil Dry \$15.00 per bag
Winching	\$90.00 per hour
Complex Tows	\$90.00 per hour in addition to tow fee
Heavy Duty Tow	\$350.00
Fuel Charge	\$5.00 per mile for towing to a location outside the township

3. The terms set forth above shall have the following meanings:

Towing: Includes placing a vehicle on a flatbed and removing it to a storage facility.

Winching: Relocation of a vehicle to a position where it can be placed on a flatbed.

Complex Tow: A tow requiring equipment and time to effect removal of a vehicle above that which is normally required. The Police shift supervisor must authorize this additional charge.

Heavy Duty Tow: Removal of a vehicle having a Registered Gross Vehicle Weight (RGVW) in excess of 17,000 pounds.

Fuel Charge: The additional charge for the removal to a storage location outside of the township, measured by the distance in one direction from the edge of the Township to the storage location.

4. Each Approved Towing Company must be re-approved annually, furnish a certificate of insurance to the police department and maintain minimum insurance coverage as follows:

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Approved Towing Company from bodily injury and property damage claims arising out of liability assumed under this Contract.

If the Approved Towing Company has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:


- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

5. All charges for towing and storage services are collectible from the owner or operator of the towed vehicle. The Township assumes no responsibility for the payment of such charges.

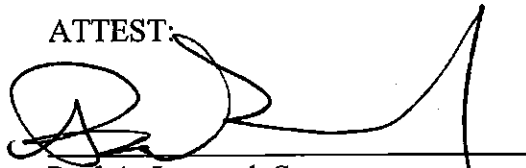
6. Any Approved Towing Company which fails to adhere to the provisions of this resolution shall be removed from the list of approved towing companies for a minimum period of three years and shall then be subject to reinstatement only upon approval by the Board of Commissioners.

RESOLVED this 14th day of February, A.D., 2012.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

BY: 
Ira S. Tackel, President

ATTEST:


Paul A. Leonard, Secretary

RESOLUTION

NO. 12-2108

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.

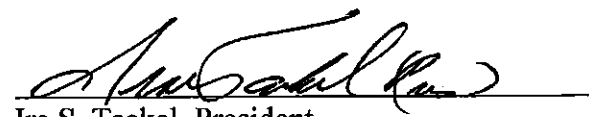
NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves as follows:

- (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 14th day of February, 2012.

TOWNSHIP OF UPPER DUBLIN

Attest: 
Paul A. Leonard, Secretary
g:\ud\ord\resolution\curb & sidewalk standards

By: 
Ira S. Tackel, 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 40% (forty 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 – Sidewalk or driveway apron that is cracked to a width of ½” (one-half of an inch) or more, for more than one foot total shall be replaced. Cracked curb shall be replaced if the crack exceeds ¼” (one-quarter inch) and extends structurally through the curbing and below the finished grade of the roadway.
4. Misalignment – any curb out of vertical or horizontal alignment by one inch or more must be replaced. Any sidewalk section(s) that is (are) tilted in any direction one-half inch or more out of alignment from the adjoining section 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 PennDOT 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 Public Works Department 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.

**Adopted by Resolution of the Board of Commissioners of Upper Dublin Township
on February 14, 2012**

RESOLUTION

NO. 12-2109

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
APPROVING RESOLUTION OF THE MATTER OF MILESTONE
CONSTRUCTION MANAGEMENT, INC. V. UPPER DUBLIN
TOWNSHIP, ET AL, MCCP NO. 03-05533, AS SUGGESTED BY
AN ORDER OF THE COURT DATED MARCH 7, 2012**

WHEREAS, On January 3, 2003, the Township of Upper Dublin ("Township") terminated for cause its general construction contract with Milestone Construction Management, Inc. ("Contractor") for construction of the Upper Dublin Township Police and Municipal Facility ("Project"); and

WHEREAS, On March 24, 2003, Contractor filed a complaint in the Montgomery County Court of Common Pleas, No. 03-05533, against the Township alleging that it satisfactorily performed its obligations under its contract with the Township and that the Township's termination of the contract was wrongful; and

WHEREAS, the Township subsequently filed a counterclaim against Contractor for costs associated with repairing and completing the Project; and

WHEREAS, the Township subsequently filed an action against Centennial Insurance Company ("Project Surety") which refused to fulfill its obligations under a performance bond provided to the Township by the Contractor under the contract; and

WHEREAS, the Township subsequently filed a Third-Party Complaint against Kimmel Bogrette ("Project Architect") for indemnity and/or contribution based upon Contractor's claims of design defects; and

WHEREAS, in 2006, all of the above the matters were consolidated under Montgomery County Court of Common Pleas, No. 03-05533; and

WHEREAS, the Contractor demanded payment from the Township of the contract balance, plus alleged delay damages of an approximate total of \$1,400,000.00; and

WHEREAS, the Township's damages are approximately \$1,350,000.00 consisting of \$1,200,000.00 in direct repair and completion costs and \$800,000.00 in additional architectural and construction management fees, less \$650,000.00 in retained contract funds; and

WHEREAS, in 2011, the Project Surety became financially distressed and entered liquidation in the State of New York State under the laws of the State of New York, and therefore, counsel for the Township have advised that the Township's probability of recovery from the Project Surety under the performance bond is extremely low; and

WHEREAS, counsel for the Township have advised that the Contractor likely has limited assets; and

WHEREAS, a settlement conference was conducted on March 7, 2012 before Judge Del Ricci under Montgomery County Court of Common Pleas, No. 03-05533, and after a period of good faith negotiation, the Judge suggested that the parties consider a "wash," with all parties walking away from their claims; and

WHEREAS, considering the liquidation of the Project Surety and the believed limited assets of the Contractor, counsel for the Township have recommended to the Township Manager and subsequently to the members of the Board of Commissioners, that the Board accept the Judge's suggested resolution; and

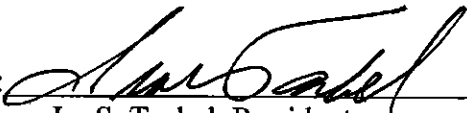
WHEREAS, the suggested resolution may be summarized to the effect that with the exception of the issue and costs associated with design and repairs to stair towers, which issue is between the Township and the Project Architect, all claims will be dismissed against all parties; and

WHEREAS, on March 7, 2012, Judge Del Ricci dictated an Order from the bench reflecting the intent of the resolution and directing that the Order be transcribed and made available to the parties, and further suggesting within the Order that the Board ratify the resolution of the matter in its regular meeting scheduled for March 13, 2012.

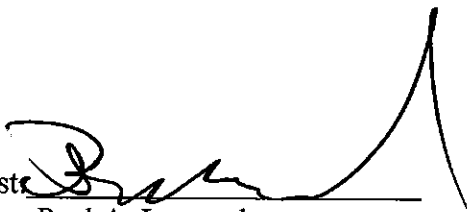
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin that, upon recommendation of Township counsel following settlement discussions mediated by the Court of Common Pleas of Montgomery County, and with the understanding that the claim of Milestone Construction Management against the Township of Upper Dublin set forth in the action pending in the Montgomery County Court of Common Pleas, No. 03-05533, will be withdrawn, the Township of Upper Dublin shall withdraw its claims and counterclaims in the same matter, with the exception of the issue and costs associated with design and repairs to certain stair towers, and said matter will then be marked "Settled, discontinued and ended", with each party to pay their own costs and fees.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 13th day of March, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest:


Paul A. Leonard
Township Secretary

RESOLUTION

NO. 12-2110

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN APPROVING THE SALE OF THE OLD FORT WASHINGTON ELEMENTARY SCHOOL SITUATED AT 316 MADISON AVENUE, FORT WASHINGTON, UPPER DUBLIN TOWNSHIP, BEING MONTGOMERY COUNTY TAX PARCEL NO. 54-00-11488-00-5, TO GATSME MODEL RAILROAD CLUB, INC.

WHEREAS, the Township of Upper Dublin ("Township") owns the property located at 316 Madison Avenue, Fort Washington, consisting of 1.136 acres of land improved with two stone buildings: (1) a 1365 SF one-story building constructed as a school in 1891; and (2) a 10,755 SF two-story building constructed as a school between 1913 and 1917 ("Property"); and

WHEREAS, the Property was acquired by The School District of the Township of Upper Dublin through two separate transactions in 1891 and 1901; and

WHEREAS, the Property with the buildings erected thereon was used for public education as the Upper Dublin Public School No. 5, and later the Fort Washington Elementary School, until the School District of Upper Dublin, successor to the School District of the Township of Upper Dublin, constructed a new Fort Washington Elementary School; and

WHEREAS, the School District of Upper Dublin sold the Property to the Township in 1970 for Twelve Thousand Five Hundred Dollars (\$12,500.00); and

WHEREAS the School District waived, released, and forever discharged its reversion right under the Pennsylvania Public School Code to the Property by an extinguishment of reversion rights dated June 18, 2007, and recorded with the Montgomery County Recorder of Deeds at Deed Book 5657, Page 00300, and the School District's waiver of its reversion right was approved by the Pennsylvania Department of Education by letter dated March 27, 2007; and

WHEREAS, the Township has determined that it is not in the Township's interest to continue to own and maintain the Property; and

WHEREAS, by Order of the Montgomery County Court of Common Pleas dated August 17, 2011, the Township may sell the Property free and clear of any encumbrances or restrictions on the use of the Property, and free and clear of any public rights in or to the Property; and

WHEREAS, the Township advertised for sealed bids for the purchase of the Property with Bid Documents consisting of the following items: Notice of Public Sale by Sealed Bid ("Bid Notice"), Instructions to Bidders, Purchase Agreement, and Photographs and Plot Plan ("Plot Plan"); and

WHEREAS, the Township reserved the right to reject any and all bids that it received for the Property, and to accept a bid, waiving any and all technicalities; and

WHEREAS, the Township intended to enter into a Purchase Agreement for the Property with the person or entity submitting the highest responsive bid; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on March 1, 2012 at 10:00 a.m.; and

WHEREAS, bids were received in the following amounts from the following bidders:

GATSME Model Railroad Club, Inc.	\$202,050.00
James Sheridan	\$25,000.00
MJE Builders, Inc.	\$185,100.00

WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find to be the highest responsive bidder and award the sale of the Property to the GATSME Model Railroad Club, Inc.; and

WHEREAS, the Board of Commissioners hereby finds that GATSME Model Railroad Club, Inc. is the highest responsive bidder for the purchase of the Property.

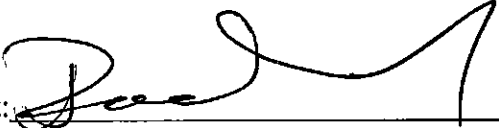
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The Township incorporates by reference the above recitation as if fully set forth herein.
2. The sale of the property located at 316 Madison Avenue, Fort Washington, consisting of 1.136 acres of land improved with two stone buildings: a 1365 SF one-story building constructed as a school in 1891; and a 10,755 SF two-story building constructed as a school in 1913 (collectively, the "Property"), is hereby authorized to be made by the Township to GATSME Model Railroad Club, Inc. pursuant to the terms of the Bid Documents and this Resolution and for a Purchase Price of Two Hundred Two Thousand Fifty Dollars (\$202,050.00).
3. The Property is to be sold "as is," without further physical improvement by the Township, and in accordance with the Bid Documents; and
4. Settlement shall take place no later than sixty (60) days from the date of this Resolution, and the Purchase Agreement prepared by the Township Solicitor must be entered into within fifteen (15) days of the date of this Resolution.
5. The appropriate officers of the Township are authorized to take such actions as may be necessary to carry out the intent of this Resolution, and the Township Manager is hereby authorized and directed to execute the Purchase Agreement for the sale of the Property in the amount of the Purchase Price, subject to completing settlement and closing requirements.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners
of the Township of Upper Dublin this 13th day of March, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 12-2111

AUTHORIZING THE REIMBURSEMENT OF A PRIOR EXPENDITURE OF FUNDS FROM THE PROCEEDS OF BONDS TO BE ISSUED FOR THE FINANCING OF CERTAIN CAPITAL PROJECTS

Recitals

WHEREAS, the Township of Upper Dublin (the "Township") is granted the power by the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, 53 Pa. Cons. Stat § 8001 *et seq.*, as amended, to incur indebtedness and to issue bonds for the purposes of funding capital projects and refunding outstanding indebtedness; and

WHEREAS, the Township has determined to undertake a project consisting of certain capital improvements including stormwater projects within the Township (the "Project"); and

WHEREAS, the Township intends to finance the costs of the Project by the issuance of its bonds, notes or other obligations (the "Bonds"); and

WHEREAS, the Township intends to use all or a portion of the proceeds of the Bonds to reimburse itself for original expenditures paid prior to the date of issuance of the Bonds; and

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

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

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

1. In accordance with Treasury Regulations §1.150-2, the Township hereby states its intentions that a portion of the proceeds of the Bonds will be used to reimburse itself for expenditures paid prior to the date of issuance of the Bonds. All capitalized terms used herein and not otherwise defined have the same meaning as ascribed to them in Treasury Regulations §1.150-2.

All original expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulations §1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treasury Regulations §1.150-2(d)(3) and (f).

The Township intends to reimburse the original expenditures through the Township's incurrence of debt to be evidenced by the Bonds.

The description of the type and use of the property for which the original expenditure to be fully or partially reimbursed is to be paid is: costs relating to the Project as defined in the recitals to this Resolution.

The 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 \$3 million, 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. 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; provided, however, that if the Bonds satisfy the provisions of Section 148(f)(4)(D)(i)(I) through (IV) of the Internal Revenue Code of 1986, as amended (relating to the \$5 million exception from rebate), then the reimbursement allocation shall occur not later than 3 years after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the Project is placed in service. If the Bonds are issued before the expiration of the period prescribed in the preceding sentence, then the reimbursement allocation shall occur not later than the date the Bonds are issued.

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 (as defined in Treasury Regulations §1.148-1) 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. The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Resolution and the Act in the name and on behalf of the Township.

6. In case any one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution and this Resolution shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

7. All resolutions and parts of resolutions heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

8. This Resolution shall take effect on the earliest date permitted by the Act.

ENACTED AND ORDAINED this 13th day of March, 2012.

(TOWNSHIP SEAL)

ATTEST:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Paul A. Leonard, Secretary

By: 
Ira S. Tackel, President

RESOLUTION

NO. 12-2112

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING IMPLEMENTATION OF THE UPPER DUBLIN TOWNSHIP RAPP RUN AND PINE RUN FLOOD RETARDING STRUCTURES PROJECT, INCLUDING THE ACQUISITION OF PROPERTY INTERESTS AND THE PREPARATION OF CONTRACTS; AUTHORIZING THE MAINTENANCE AND PROTECTION OF WETLAND MITIGATION AREAS ESTABLISHED AS PART OF THE UPPER DUBLIN TOWNSHIP RAPP RUN AND PINE RUN FLOOD RETARDING STRUCTURES PROJECT; AND AUTHORIZING THE EXECUTION AND RECORDING OF A DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION APPLICABLE TO TOWNSHIP OWNED PROPERTIES IDENTIFIED AS MONTGOMERY COUNTY TAX PARCEL NOS. 540003607002 AND 540016375113

WHEREAS, The Township of Upper Dublin (the "Township") has experienced flooding within the 500 acre area in and surrounding the sixty-five building Fort Washington Office Park which was developed in the 1950s and 1960s when public policy regulating stormwater and flood plain management was first being developed; and

WHEREAS, the Pine Run and Rapp Run watersheds and the areas in and around the Fort Washington Office Park consistently experience severe flooding during regular storm events, which has resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Federal Emergency Management Agency has paid flood insurance claims totaling \$11.2 million as a result of flooding in the Fort Washington Office Park, and property owners in the Office Park have appealed real estate tax assessments resulting in a \$250,000 annual decrease in revenues to local government; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on May 12, 2009, the Board of Commissioners of the Township of Upper Dublin (the "Board of Commissioners") authorized the Township to enter into a contract with URS Corporation for the design of the Project; and

WHEREAS, on May 11, 2010, the Board of Commissioners authorized the Township to request an H2O PA Grant under Act 63 of 2008 from the Commonwealth Financing Authority ("CFA") to be used for the Project; and

WHEREAS, the Township has invested approximately \$1.2 million in engineering and planning work on the Project to qualify for the H2O PA Grant; and

WHEREAS, by letter to the Township dated March 5, 2012, CFA confirmed the approval of a \$11,808,913.00 H2O Grant for eligible Project costs incurred by the Township between May 27, 2009 and June 30, 2014; and

WHEREAS, to implement the Project, the Township must acquire certain property interests, including but not limited to, occasional flowage easements to accommodate water that might be detained by the Project along the Rapp Run and Pine Run, and the Township must enter into contracts for the construction and management of the Project; and

WHEREAS, the Township owns two parcels of land, Montgomery County Tax Parcel No. 540003607002 situated on the east side of Highland Ave and Montgomery County Tax Parcel No. 540016375113 situated on the west side of Highland Ave, on which the Township

shall perform wetlands mitigation work as part of the Project under requirements of Pennsylvania Department of Environmental Protection permits D46-350 and D46-351, and U.S. Army Corps of Engineers permit CENAP-OP-R-2010-0321; and

WHEREAS, the Permits and associated Federal regulations, such as 33 CFR 332.7(d)(1-4), require long term management assurances for wetland mitigation projects; and

WHEREAS, the Township is committed to protecting and maintaining the wetland mitigation areas established by the Project and desires to execute and record a Declaration of Restrictive Covenants for Conservation to establish restrictions on the use of the wetland mitigation areas and provide for the protection of the wetland mitigation areas established by the Project; and

WHEREAS, the Township Solicitor prepared a Declaration of Restrictive Covenants for Conservation for consideration by the Board of Commissioners, a copy of which is attached hereto as Exhibit "A", and which is based on a model Declaration of Restrictive Covenants for Conservation available from the U.S. Army Corps of Engineers.

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

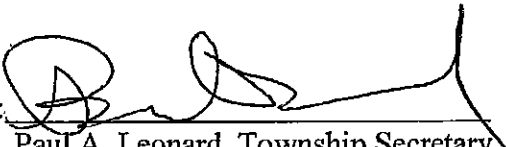
1. The Township incorporates by reference the above recitation as if fully set forth herein.
2. The Township is committed to protecting and maintaining the wetland mitigation areas established by the Project.
3. The Declaration of Restrictive Covenants for Conservation attached hereto as Exhibit "A" is approved for execution and recording by the Township.

4. The appropriate officers of the Township are authorized to acquire property interests through negotiation in lieu of condemnation, to prepare and advertise contracts for Board of Commissioners approval, and to take such other actions as may be necessary to implement the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project and to otherwise carry out the intent of this Resolution.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 17th day of JUNE, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

Prepared By: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19404

Return to: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19404

Parcel No.: 54-00-03607-00-2

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

DECLARANT: TOWNSHIP OF UPPER DUBLIN

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (hereinafter "Declaration") made this _____ day of _____, 2012 by the **TOWNSHIP OF UPPER DUBLIN**, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of a certain tract of land consisting of approximately 7 acres located at the east side of Highland Avenue approaching Camp Hill Road in Upper Dublin Township, Montgomery County, Pennsylvania, and being the property conveyed to the Declarant by deed recorded in Deed Book 5202, Page 01377 in the land records of Montgomery County, Pennsylvania, and identified as Montgomery County Tax Parcel No. 54-00-03607-00-2, hereinafter referred to as the "Property," and more particularly described by the Mitigation Plan, Sheets 1 to 6, prepared by URS Corporation for Upper Dublin Township and dated February 2011, last revised January 2012, said Plan attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, the United States Department of the Army Corps of Engineers, through its Philadelphia District, Regulatory Branch, (hereinafter "Corps"), and the Declarant have agreed that the Declarant would make the portion of the Property hereinafter referred to as the "Conservation Area" subject to the conservation-based covenants described in this Declaration as a condition of the Department of the Army Permit ACOE: CENAP-CP-R-2010-0321, for the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structure Project ("Project"); and

WHEREAS, the Declarant agrees to the creation of these conservation-based covenants and intends the Conservation Area shall be preserved and maintained in a natural condition in perpetuity.

NOW, THEREFORE, in consideration of the mutually-held interests in preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, Declarant does agree to the following terms and conditions:

1. **PURPOSE**

A. The purpose of this Declaration of Restrictive Covenants for Conservation is:

(1) To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other conservation values of the Conservation Area.

(2) To preserve and protect the scenic and open condition viewshed of the Conservation Area.

(3) To assure that the Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of the Conservation Area that will impair or interfere with its natural resource functions and values.

(4) To confine the use of the Conservation Area to such activities as are consistent with the purpose of this Declaration.

B. To accomplish the purpose of this Declaration, the following rights are created in accordance with Pennsylvania Statutes, Title 32, §§ 5051-505.

(1) The Declarant, the Corps and the Pennsylvania Department of Environmental Protection (hereinafter "PADEP") may enter upon the Property to inspect the Conservation Area at reasonable times to monitor compliance with and otherwise enforce the terms of this Declaration; provided that, except in cases where Declarant determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Declaration; such entry shall, when practicable, be upon reasonable prior notice to any successor or assign, and Declarant shall not unreasonably interfere with the successor's or assign's use and quiet enjoyment of the Property in accordance with the terms of this Declaration.

(2) The Declarant, the Corps and PADEP may enforce the terms of this Declaration by appropriate legal proceedings in accordance with Pennsylvania Statutes, Title 32 §§ 5051-5059 so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use.

(3) The Declarant, or its authorized representatives, may enter upon the Property and the Conservation Area at reasonable times, upon prior notice to the property owner; and upon prior notice and written approval by the Corps to take any appropriate environmental or conservation management measures consistent with the terms and purposes of this Declaration, including:

(a) Planting of native vegetation (i.e. trees, shrubs, grasses and forbs); or

(b) Restoring, altering or maintaining the topography, hydrology, drainage, structural integrity, streambed, water quantity, water quality, any relevant feature of any stream, wetland, water body, or vegetative buffer within the Conservation Area.

2. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any part of the Conservation Area.

3. PERMITTED USES

This Declaration will not prevent the Declarant; subsequent property owner(s); and the personal representatives, heirs, successors, and assigns of either the Declarant or subsequent property owner from making use of the area(s) that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

4. RESTRICTIONS

Any activity in or use of the Conservation Area inconsistent with the purpose of this Declaration by the Declarant; subsequent property owner(s); and the personal representatives, heirs, successors, and assigns of either the Declarant or subsequent property owner, is prohibited. Without limiting the generality of the foregoing, and except when a purpose is approved by this Declaration, or as necessary to accomplish mitigation approved under the aforementioned permit, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to all of the express terms and conditions below:

A. Structures. The construction of man-made structures including but not limited to the construction, removal, placement, preservation, maintenance, alteration, or decoration of any buildings, roads, utility lines, billboards, or other advertising. This restriction does not include bat boxes, bird nesting boxes, bird feeders, and the placement of signs for safety purposes or boundary demarcation.

B. Demolition. The demolition of fencing structures constructed for the purpose of demarcation of the Conservation Area or for public safety.

C. Soils. The removal, excavation, disturbance, or dredging of soil, sand, peat, gravel, or aggregate material of any kind; or any change in the topography of the land, including any discharges of dredged or fill material, ditching, extraction, drilling, driving of piles, mining, or excavation of any kind.

D. Drainage. The drainage or disturbance of the water level or the water table, except for pre-existing or approved stormwater discharges and any maintenance associated with those stormwater discharges.

E. Waste or Debris. The storage, dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid, or hazardous waste substance, materials or debris of whatever nature on, in, over, or underground or into surface or ground water, except for pre-existing or approved stormwater discharges and any maintenance associated with those stormwater discharges.

F. Non-Native Species. The planting or introduction of non-native species.

G. Herbicides, Insecticides and Pesticides. The use of herbicides, insecticides, or pesticides, or other chemicals, except for as may be necessary to control invasive species that threaten the natural character of the Conservation Area. State-approved municipal application programs necessary to protect the public health and welfare are not included in this prohibition.

H. Removal of Vegetation. The mowing, cutting, pruning, or removal of any kind; disturbance, destruction, or the collection of any trees, shrubs, or other vegetation, except for pruning, cutting or removal for:

- (1) safety purposes; or
- (2) control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
- (3) control of non-native species and noxious weeds; or
- (4) scientific or nature study.

I. Agricultural Activities. Use of any portion of the Conservation Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural). Corps approved management practices, including the introduction of livestock, for the purpose of maintaining bog turtle habitat, are not included in this prohibition

J. Other. Other acts, uses, excavation, or discharges which adversely affect fish or wildlife habitat or the preservation of lands, waterways, or other aquatic resources within the Conservation Area.

5. INSPECTION, ENFORCEMENT AND ACCESS RIGHTS

The Corps, and/or PADEP, and its/their authorized representatives shall have the right to enter and go upon the Property, to inspect the Conservation Area and take actions necessary to verify compliance with this Declaration. When practicable, such entry shall be upon prior reasonable notice to the property owner. The Declarant grants to the Corps, the U.S. Department of Justice, and/or PADEP, a discretionary right to enforce this Declaration in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants: provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the permit.

6. RECORDING AND EXECUTION BY PARTIES

The Declarant agrees to record this Declaration with the Recorder of Deeds for Montgomery County, Pennsylvania, and provide the Corps with proof of recordation prior to the start of the work authorized by the referenced permit. Further, if anticipated activities in the Conservation Area are agreed upon for future phases of the site, as spelled out in the "Reserved Rights", the Declarant must submit plans to the Corps and PADEP for review and approval prior to any work in the Conservation Area.

7. NOTICE OF TRANSFER OF PROPERTY INTERESTS

No transfer of the rights of this Declaration, or of any other property interests pertaining to the Conservation Area or the underlying property it occupies shall occur without thirty (30) calendar days prior written notice to PADEP and the Corps.

8. MODIFICATIONS

The restrictions contained in this Declaration are required by the referenced Department of the Army Permit. There shall be no changes or alterations to the provisions in this Declaration without prior written approval from the Philadelphia District Commander of the Corps.

9. RESERVED RIGHTS

A. The Declarant and any holders of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure such as roads, utilities, drainage ditches, or stormwater facilities that are present on, over or under the Conservation Area reserve the right, within the terms and conditions of their permits, their agreements, and the law, to continue with such operation and maintenance. All pre-existing or approved project-related structures or infrastructure are as shown by Exhibit "A."

B. If the authorized project requires any related or unanticipated infrastructure modifications, utility relocation, drainage ditches, or stormwater controls within the identified Conservation Area, or if situations require measures to remove threats to life or property within the identified Conservation Area, said activities must be approved in writing by the Corps subject to terms and conditions set forth in the written approval. Approval is subject to the Corps' sole discretion. If approved, said activities must be identified on an amended Exhibit "A" and must be recorded and specifically noted as an "amendment" and copies of the recorded amended Exhibit must be provided to the Corps and PADEP within 60 days of Corps approval. Approval of said activity by the Corps is in addition to any Clean Water Act, Section 404 permit, or other authorization, which may be required in order to legally implement said activity. The Declarant accepts the obligation to place any other responsible party on reasonable prior notice of their need to request such Corps approval.

10. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. MITIGATION

If the work required by a mitigation plan including maintenance or remedial work, under the Department of Army permit for the authorized project occurs within the Conservation Area, then the Declarant is allowed to construct the mitigation work in accordance with the authorized mitigation plan, a copy of which is incorporated by reference.

IN WITNESS WHEREOF said DECLARANT has executed this Declaration the day and year first above written.

ATTEST:

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

Paul A. Leonard, Secretary

By: _____
Ira S. Tackel, President

APPROVED as to legality and form

Gilbert P. High, Jr., Esquire
Township Solicitor

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On the _____ day of _____, 2012, before me, a Notary Public for the Commonwealth aforesaid, personally appeared IRA S. TACKEL, who acknowledged himself to be President of the Board of Commissioners of Upper Dublin Township and that he, as such officer, being authorized to do so, executed, in my presence, the foregoing Declaration for the purposes herein contained

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

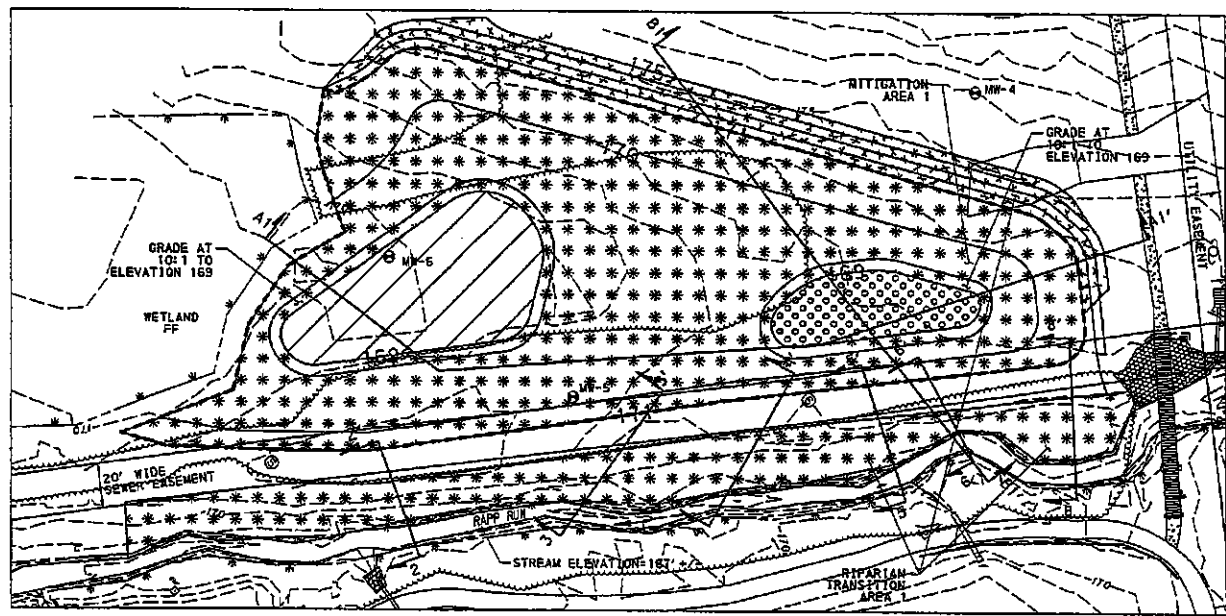
Notary Public

My commission expires:

[SEAL]

EXHIBIT "A"

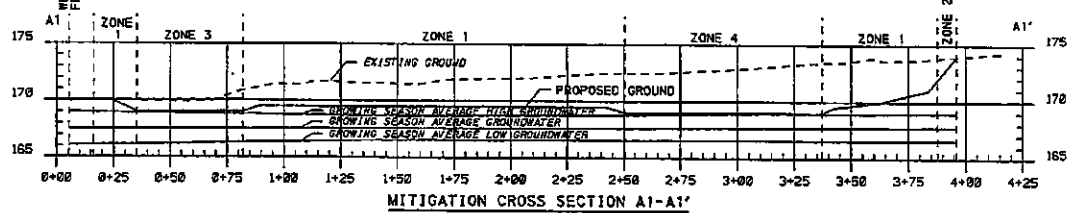
Mitigation Plan, Sheets 1 to 6, prepared by URS Corporation for Upper Dublin Township and dated February 2011, last revised January 2012



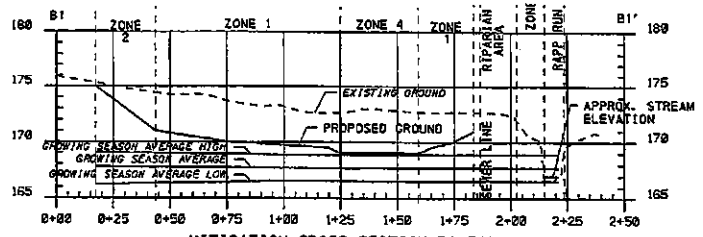
GROUNDWATER DATA			
MONITORING WELL No.	MW-4	MW-5	MW-6
GROUND ELEVATION	175.71	171.62	169.49

GROUNDWATER DATA			
DATE	MW-4 GROUNDWATER ELEVATION (FT)	MW-5 GROUNDWATER ELEVATION (FT)	MW-6 GROUNDWATER ELEVATION (FT)
6/8/10	171.35	167.01	166.64
6/15/10	171.45	167.34	166.85
6/25/10	171.20	166.88	166.65
7/8/10	171.09	166.56	166.15
7/20/10	171.34	167.73	167.71
8/3/10	171.11	166.90	166.64
8/19/10	169.49	165.56	166.05
9/3/10	169.55	166.63	166.23
9/16/10	168.94	166.24	165.65
10/7/11	169.92	167.89	168.07
10/21/10	170.45	167.62	167.47
11/11/10	170.78	167.64	167.75
12/3/10	170.85	168.41	168.24
12/15/10	171.53	168.28	168.34
12/29/10	171.43	167.64	168.00
1/14/11	171.32	167.70	168.02
1/28/11	171.73	168.15	168.53
2/11/11	172.69	168.75	169.49
2/25/11	172.99	171.52	169.49
3/11/11	174.20	170.85	169.49
3/25/11	174.24	169.09	169.49
4/8/11	174.19	168.31	169.20
4/22/11	174.20	168.53	169.21
5/6/11	174.18	168.25	168.49
5/24/11	174.20	168.80	169.29
6/6/11	173.14	167.43	167.17
6/21/11	171.68	167.40	167.08
7/14/11	171.24	166.63	166.28
7/27/11	170.25	166.94	166.92
8/29/11	172.19	170.13	169.49
9/30/11	173.06	168.94	169.49
10/31/11	173.61	169.34	169.49
11/30/11	174.04	170.32	169.49
12/27/11	174.00	169.12	169.49
1/31/12	173.80	168.79	168.94
2/24/12	173.45	168.31	168.80
AVERAGE GROUNDWATER ELEVATION	172.08	166.13	168.05

SCALE IN FEET
25 0 25 50
MITIGATION AREA 1



MITIGATION CROSS SECTION A1-A1'



MITIGATION CROSS SECTION B1-B1'

VERTICAL SCALE IN FEET
10 0 10 20
HORIZONTAL SCALE IN FEET
25 0 25 50

LEGEND

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- ZONE 5
- ZONE 6
- ZONE 7
- ZONE 8
- CLASS R-4 RIP RAP

SEE SHEET 5 FOR PLANTING SCHEDULE

NO. 1 DATE		REVISION
1	1/28/2010	OUTLET STRUCTURES AND METLAND CHANGES
2	1/28/2010	UPDATED INFO & ADDED CROSS SECTIONS

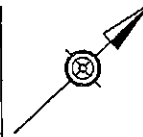
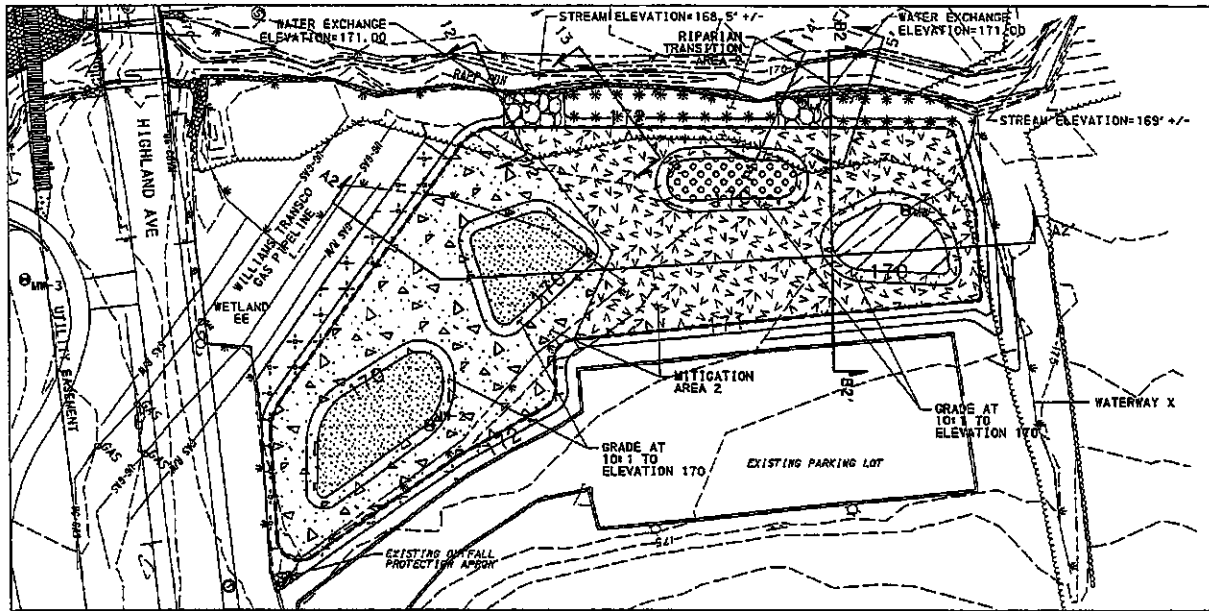
MITIGATION PLAN
UPPER DUBLIN TOWNSHIP
PINE AND RAPP RUN
FLOOD RETARDING STRUCTURES
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

URS CORPORATION

Consulting Engineers
333 Commerce Drive - Suite 300 - North Wales, PA 19394-2003
(610) 367-2000 - Fax 610-367-0000

PROJECT NO. 204796
SHEET NO. 231725
DATE 1/28/2010
SCALE AS NOTED
DRAWN BY JRM
CHECKED BY [blank]
PROJECT 2 OF 4

THIS SHEET REPRESENTS 1.38 ACRES OF MITIGATION METLANDS AND FLOODPLAIN FOREST HABITAT WITHIN PROJECT BOUNDARIES.



GROUNDWATER DATA			
MONITORING WELL No.	MW-1	MW-2	MW-3
GROUND ELEVATION	172.6	171.31	170.2

GROUNDWATER DATA			
DATE	MW-1 GROUNDWATER ELEVATION (FT)	MW-2 GROUNDWATER ELEVATION (FT)	MW-3 GROUNDWATER ELEVATION (FT)
6/8/10	169.80	169.31	167.89
6/15/10	170.10	170.41	168.25
6/25/10	169.53	170.21	167.71
7/8/10	169.21	168.80	167.41
7/20/10	171.13	171.31	168.54
8/3/10	169.55	170.86	167.70
8/19/10	169.31	168.99	167.43
9/3/10	169.43	169.23	167.56
9/16/10	169.11	168.53	167.20
10/7/11	170.34	171.31	x
10/21/10	170.31	171.31	x
11/11/10	170.34	171.21	x
12/3/10	171.39	171.31	x
12/15/10	171.22	171.31	x
12/28/10	170.57	170.84	x
1/14/11	170.84	170.86	x
1/28/11	171.18	171.11	x
2/11/11	171.55	171.31	x
2/25/11	172.50	171.31	169.73
3/11/11	172.80	171.31	170.00
3/25/11	172.21	171.31	169.53
4/8/11	171.85	171.31	169.09
4/22/11	171.54	171.31	169.25
5/6/11	171.42	171.31	169.11
5/24/11	172.11	171.31	169.39
6/6/11	170.12	169.72	168.29
6/21/11	170.19	170.52	168.34
7/14/11	169.28	168.84	167.61
7/27/11	169.50	170.33	167.63
8/29/11	171.82	171.31	169.72
9/30/11	171.91	171.31	169.50
10/31/11	171.90	171.31	169.25
11/30/11	172.52	171.31	169.80
12/27/11	172.00	171.31	169.50
1/31/12	171.75	171.11	169.05
2/24/12	171.60	171.01	169.01
AVERAGE GROUNDWATER ELEVATION	170.89	170.71	168.64

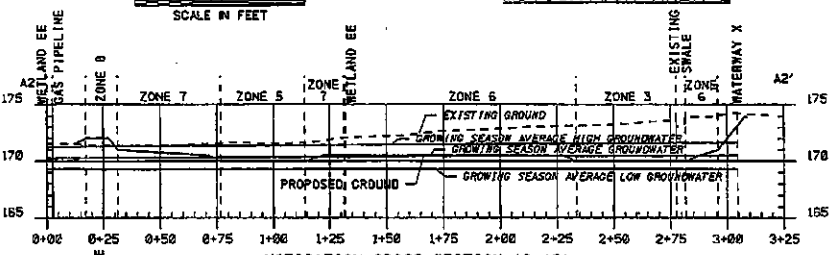
MITIGATION AREA 2

LEGEND

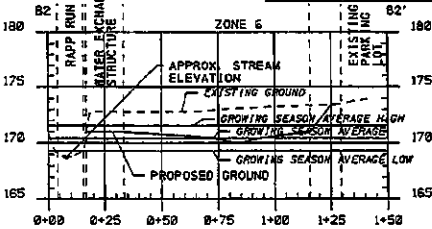
- *** ZONE 1
- Zone 2 (diagonal lines)
- Zone 3 (diagonal lines)
- Zone 4 (dots)
- Zone 5 (dots)
- Zone 6 (dots)
- Zone 7 (dots)
- Zone 8 (dots)
- CLASS R-4 RIP RAP

SEE SHEET 6 FOR PLANTING SCHEDULE

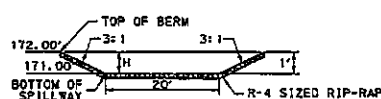
THIS SHEET REPRESENTS 0.80 ACRES OF MITIGATION WETLANDS AND FLOODPLAIN FOREST HABITAT WITHIN PROJECT BOUNDARIES.



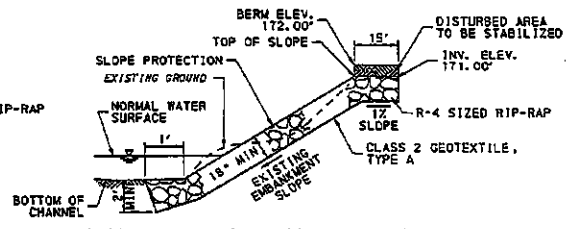
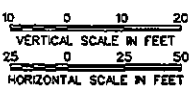
MITIGATION CROSS SECTION A2-A2'



MITIGATION CROSS SECTION B2-B2'



TYPICAL CROSS-SECTION - WATER EXCHANGE STRUCTURE
 NOT TO SCALE



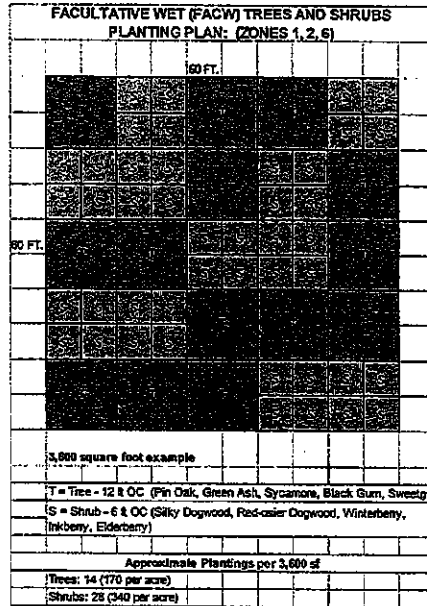
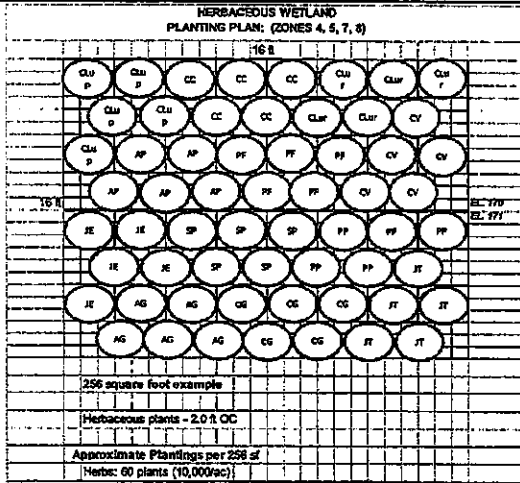
TYPICAL PROFILE - WATER EXCHANGE STRUCTURE
 NOT TO SCALE

3	JUN 2010	DESIGN STRUCTURES AND WETLAND CHANGES
1	FEB 2011	UPDATES AND 1:2000 CROSS SECTIONS
NO.	DATE	REVISIONS

MITIGATION PLAN
 UPPER DUBLIN TOWNSHIP
 PINE AND RAPP RUN
 FLOOD RETARDING STRUCTURES
 UPPER DUBLIN TOWNSHIP, HAMILTON COUNTY, WEST VIRGINIA

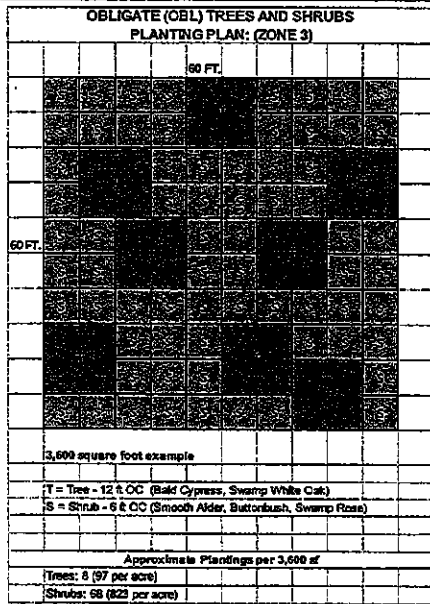
URS CORPORATION
 Consulting Engineers
 335 Commerce Drive - Suite 300 - Charleston, PA - 15342-4243
 (724) 387-2800 • Fax (724) 387-0020

PROJECT NO. 1204916
 SHEET NO. 3 OF 4



Mitigation Area 1: Zone 2 Planting Schedule

Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size*	Quantity
Trees	AR	<i>Acer rubrum</i>	Red Maple	1.5	#7	6
	LS	<i>Liquidambar styraciflua</i>	Sweetgum	1.5	#3	6
	NS	<i>Nyssa sylvatica</i>	Blackgum	1.5	#5	6
	OPH	<i>Quercus phellos</i>	Willow Oak	1.5	#2	6
Total Tree Plantings						24
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size*	Quantity
Shrubs	AG	<i>Alnus glutinosa</i>	Smooth Alder	24-48	#2	15
	AC	<i>Amenchier canadensis</i>	Servicberry	48-80	#3	6
	IG	<i>Ilex glabra</i>	Inkberry	18-24	#3	5
	LB	<i>Lindera benzoin</i>	Spicebush	18-24	#3	5
	SC	<i>Sambucus canadensis</i>	Elderberry	24-36	#1	5
	VD	<i>Viburnum dentatum</i>	Arrowwood	12-18	#2	6
VL	<i>Viburnum lentago</i>	Nannyberry	18-24	#2	5	
Total Shrub Plantings						51



Mitigation Area 1: Zone 3 Planting Schedule

Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size	Quantity
Trees	OB	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#3	6
	SN	<i>Salix nigra</i>	Black Willow	1.5	#2	1
	TD	<i>Taxodium distichum</i>	Bald Cypress	1.5	#7	6
Total Tree Plantings						13
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size	Quantity
Shrubs	AS	<i>Alnus serrulata</i>	Smooth Alder	24-36	#2	36
	CO	<i>Cephalanthus occidentalis</i>	Butterbush	24-48	#2	36
	RP	<i>Rosa palustris</i>	Swamp Rose	24-48	#2	36
Total Shrub Plantings						108

Mitigation Area 1: Zone 1 Planting Schedule

Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size	Quantity
Trees	FA	<i>Fraxinus pennsylvanica</i>	Green Ash	1.5	#2	39
	PO	<i>Platanus occidentalis</i>	Sycamore	1.5	#2	36
	OB	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#5	36
	CPa	<i>Quercus palustris</i>	Pin Oak	1.5	#5	40
UA	<i>Ulmus americana</i>	American Elm	1.5	#2	36	
Total Tree Plantings						169
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size	Quantity
Shrubs	CA	<i>Cornus amomum</i>	Silky Dogwood	36-48	#2	54
	CS	<i>Cornus sericea</i>	Redosier Dogwood	36-48	#2	54
	IG	<i>Ilex glabra</i>	Inkberry	18-24	#3	56
	IV	<i>Ilex verticillata</i>	Winterberry	18-24	#3	54
	LB	<i>Lindera benzoin</i>	Spicebush	18-24	#3	55
	SC	<i>Sambucus canadensis</i>	Elderberry	24-36	#1	55
VL	<i>Viburnum lentago</i>	Nannyberry	18-24	#2	55	
Total Shrub Plantings						382

Mitigation Area 1: Zone 4 Planting Schedule

Plant Type	Key	Scientific Name	Common Name	Size	Quantity
Herbaceous	AP	<i>Alisma plantago</i>	Water plantain	Plugs	60
	CV	<i>Carex vulpinoidea</i>	Foxsedge	Plugs	60
	PC	<i>Pontederica cordata</i>	Pipersword	Plugs	114
	SL	<i>Sagittaria latifolia</i>	Arrowhead	Plugs	114
Total Plantings					388

NO. DATE	ISSUED	REVISIONS
1	FEB 2022	ISSUED PLANTING SCHEDULES
2	FEB 2022	UPDATED INFO & ADDED CROSSLINKS
NO.	DATE	REVISIONS
MITIGATION PLAN		
UPPER DUBLIN TOWNSHIP		
PINE AND RAPP RUN		
FLOOD RETARDING STRUCTURES		
UPPER DUBLIN TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA		
URS CORPORATION		
Consulting Engineers		
333 Commerce Drive, Suite 200, Fort Mifflin, PA 17349-0200		
TEL: 717.338.1300 FAX: 717.338.1302		
PROJECT NO.	3047316	
SHEET NO.	3047316	
DATE	FEB 2022	DESIGNED BY
SCALE	AS SHOWN	CHECKED BY
		DATE
		BY
		PROJECT NO.
		SHEET NO.
		DATE
		BY
		PROJECT NO.
		SHEET NO.
		DATE
		BY

NOTE 1: PLANT SPECIES ARE SUBJECT TO AVAILABILITY. IF DESIGNATED SPECIES ARE NOT AVAILABLE FROM LOCAL NURSERIES, A SPECIES NATIVE TO SIMILAR HABITATS IN PENNSYLVANIA WILL BE USED.

NOTE 2: * SIZE CONTAINER OR B/S (BALLED BURLAP)

Mitigation Area 2: Zone 1 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size	Quantity
Trees	FN	<i>Fraxinus pennsylvanica</i>	Green Ash	1.5	#2	2
	PO	<i>Platanus occidentalis</i>	Sycamore	1.5	#2	2
	OS	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#5	2
	OPa	<i>Quercus palustris</i>	Pin Oak	1.5	#5	2
Total Tree Plantings						8
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size	Quantity
Shrubs	CA	<i>Cornus amomum</i>	Sillydogwood	36-48	#2	2
	CS	<i>Cornus sericea</i>	Redosier dogwood	36-48	#2	2
	IK	<i>Ilex glabra</i>	Hollyberry	18-24	#3	3
	IV	<i>Ilex verticillata</i>	Witchberry	18-24	#3	2
	LB	<i>Lindera benzoin</i>	Spicebush	18-24	#3	3
	SC	<i>Sambucus canadensis</i>	Elderberry	24-36	#1	3
VL	<i>Viburnum lentago</i>	Nannyberry	18-24	#2	3	
Total Shrub Plantings						18

Mitigation Area 2: Zone 6 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size	Quantity
Trees	FN	<i>Fraxinus pennsylvanica</i>	Green Ash	1.5	#2	10
	OPa	<i>Quercus palustris</i>	Pin Oak	1.5	#5	10
	SN	<i>Salix nigra</i>	Black Willow	1.5	#3	12
	TD	<i>Taxodium distichum</i>	Bald Cypress	1.5	#7	13
Total Tree Plantings						45
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size	Quantity
Shrubs	CO	<i>Cephalanthus occidentalis</i>	Butterbush	24-48	#2	15
	CA	<i>Cornus amomum</i>	Silly dogwood	36-48	#2	14
	CS	<i>Cornus sericea</i>	Redosier dogwood	36-48	#2	14
	IV	<i>Ilex verticillata</i>	Winterberry	18-24	#3	14
	RV	<i>Rhododendron viscosum</i>	Swamp azalea	18-24	#3	15
	RP	<i>Rosa palustris</i>	Swamp Rose	24-36	#2	15
Total Shrub Plantings						87

Mitigation Area 2: Zone 3 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Caliper (Inches)	Container Size	Quantity
Trees	OS	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#3	1
	SN	<i>Salix nigra</i>	Black Willow	1.5	#2	1
	TD	<i>Taxodium distichum</i>	Bald Cypress	1.5	#7	1
Total Tree Plantings						3
Plant Type	Key	Scientific Name	Common Name	Height (Inches)	Container Size	Quantity
Shrubs	AS	<i>Alnus incana</i>	Smooth alder	24-36	#2	8
	CO	<i>Cephalanthus occidentalis</i>	Butterbush	24-48	#2	8
	RP	<i>Rosa palustris</i>	Swamp Rose	24-48	#2	8
Total Shrub Plantings						24

Mitigation Area 2: Zone 7 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Size	Quantity	
Herbaceous	AG	<i>Andropogon glomeratus</i>	Bashy bluestem	Plugs	260	
	CG	<i>Carex Grayi</i>	Grass sedge	Plugs	260	
	EP	<i>Eupatorium perfoliatum</i>	Boneset	Plugs	155	
	JE	<i>Juncus edreus</i>	Soft rush	Plugs	260	
	JT	<i>Juncus torreyi</i>	Tony's rush	Plugs	292	
	LC	<i>Labella cardinalis</i>	Cardinal flower	Plugs	155	
	OS	<i>Oenothera sensibilis</i>	Sensitive fern	Plugs	205	
	PP	<i>Poa palustris</i>	Fowl bluegrass	Plugs	292	
	SC	<i>Scirpus cypripedium</i>	Wet sedge	Plugs	155	
	SP	<i>Scirpus pungens</i>	Three-square	Plugs	265	
	SS	<i>Solidago stricta</i>	Ward goldenrod	Plugs	155	
	Total Plantings					

Mitigation Area 2: Zone 4 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Size	Quantity	
Herbaceous	AP	<i>Alisma plantago</i>	Water plantain	Plugs	33	
	CV	<i>Carex vulpinoidea</i>	Foxsedge	Plugs	33	
	PC	<i>Portulaca olerace</i>	Pickarueweed	Plugs	46	
	SL	<i>Sagittaria latifolia</i>	Arrowhead	Plugs	46	
Total Plantings						158

Mitigation Area 2: Zone 8 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Size	Quantity	
Herbaceous	AV	<i>Andropogon virginicus</i>	Broomedge bluestem	Plugs	105	
	EV	<i>Elymus virginicus</i>	Virginia wildrye	Plugs	105	
	EM	<i>Eupatorium maculatum</i>	Spotted Joe-eye weed	Plugs	105	
	JT	<i>Juncus torreyi</i>	Tony's rush	Plugs	78	
	OS	<i>Oenothera sensibilis</i>	Sensitive fern	Plugs	55	
	PP	<i>Poa palustris</i>	Fowl bluegrass	Plugs	78	
Total Plantings						526

Mitigation Area 2: Zone 5 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name	Size	Quantity	
Herbaceous	AP	<i>Alisma plantago</i>	Water plantain	Plugs	127	
	AI	<i>Asclepias incarnata</i>	Swamp milkweed	Plugs	50	
	CC	<i>Carex cornosa</i>	Longhair's sedge	Plugs	30	
	Chp	<i>Carex lupulina</i>	Hop sedge	Plugs	30	
	Chr	<i>Carex lurida</i>	Shallow sedge	Plugs	30	
	CS	<i>Carex stricta</i>	Tussock sedge	Plugs	50	
	CV	<i>Carex vulpinoidea</i>	Foxsedge	Plugs	127	
	EP	<i>Eupatorium scaberrimum</i>	Joe-eye weed	Plugs	50	
	IV	<i>Iris versicolor</i>	Blueflag	Plugs	50	
	PL	<i>Panicum longifolium</i>	Redtop panicgrass	Plugs	50	
	SA	<i>Scirpus atrovirens</i>	Green bulrush	Plugs	50	
Total Plantings						824

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NOTE 2: * SIZE CONTAINER OR B/B (BALLED BURLAP)

3 FEB 2025		KING PLANNING SCHEDULE	
1 FEB 2025		ISSUING INFO & ZONE CHECK SHEETS	
18 JAN 2025		REVISED	
MITIGATION PLAN UPPER DUBLIN TOWNSHIP PINE AND RAPP RUN FLOOD RETARDING STRUCTURES UPPER DUBLIN TOWNSHIP JACKSON TWP COUNTY, PENNSYLVANIA			
URS CORPORATION		PROJECT NO. 248754	
335 Commerce Drive • Suite 202 • Parkersburg, PA • 26304-2023		FIELD OFFICE 204795	
SCALE	DRAWN BY	CHECKED BY	PROJECT NO.
AS NOTED	7/28/2021	ME	248754

Prepared By: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19404

Return to: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19404

Parcel No.: 54-00-16375-11-3

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

DECLARANT: TOWNSHIP OF UPPER DUBLIN

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (hereinafter "Declaration") made this _____ day of _____, 2012 by the **TOWNSHIP OF UPPER DUBLIN**, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of a certain tract of land consisting of approximately 17.5 acres located at the west side of Highland Avenue approaching Camp Hill Road in Upper Dublin Township, Montgomery County, Pennsylvania, and being the property conveyed to the Declarant by deed recorded in Deed Book 5247, Page 01358 in the land records of Montgomery County, Pennsylvania, and identified as Montgomery County Tax Parcel No. 54-00-16375-11-3, hereinafter referred to as the "Property," and more particularly described by the Mitigation Plan, Sheets 1 to 6, prepared by URS Corporation for Upper Dublin Township and dated February 2011, last revised January 2012, said Plan attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, the United States Department of the Army Corps of Engineers, through its Philadelphia District, Regulatory Branch, (hereinafter "Corps"), and the Declarant have agreed that the Declarant would make the portion of the Property hereinafter referred to as the "Conservation Area" subject to the conservation-based covenants described in this Declaration as a condition of the Department of the Army Permit ACOE: CENAP-CP-R-2010-0321, for the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structure Project ("Project"); and

WHEREAS, the Declarant agrees to the creation of these conservation-based covenants and intends the Conservation Area shall be preserved and maintained in a natural condition in perpetuity.

NOW, THEREFORE, in consideration of the mutually-held interests in preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, Declarant does agree to the following terms and conditions:

1. **PURPOSE**

A. The purpose of this Declaration of Restrictive Covenants for Conservation is:

(1) To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other conservation values of the Conservation Area.

(2) To preserve and protect the scenic and open condition viewshed of the Conservation Area.

(3) To assure that the Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of the Conservation Area that will impair or interfere with its natural resource functions and values.

(4) To confine the use of the Conservation Area to such activities as are consistent with the purpose of this Declaration.

B. To accomplish the purpose of this Declaration, the following rights are created in accordance with Pennsylvania Statutes, Title 32, §§ 5051-505.

(1) The Declarant, the Corps and the Pennsylvania Department of Environmental Protection (hereinafter "PADEP") may enter upon the Property to inspect the Conservation Area at reasonable times to monitor compliance with and otherwise enforce the terms of this Declaration; provided that, except in cases where Declarant determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Declaration; such entry shall, when practicable, be upon reasonable prior notice to any successor or assign, and Declarant shall not unreasonably interfere with the successor's or assign's use and quiet enjoyment of the Property in accordance with the terms of this Declaration.

(2) The Declarant, the Corps and PADEP may enforce the terms of this Declaration by appropriate legal proceedings in accordance with Pennsylvania Statutes, Title 32 §§ 5051-5059 so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use.

(3) The Declarant, or its authorized representatives, may enter upon the Property and the Conservation Area at reasonable times, upon prior notice to the property owner; and upon prior notice and written approval by the Corps to take any appropriate environmental or conservation management measures consistent with the terms and purposes of this Declaration, including:

(a) Planting of native vegetation (i.e. trees, shrubs, grasses and forbs); or

(b) Restoring, altering or maintaining the topography, hydrology, drainage, structural integrity, streambed, water quantity, water quality, any relevant feature of any stream, wetland, water body, or vegetative buffer within the Conservation Area.

2. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any part of the Conservation Area.

3. PERMITTED USES

This Declaration will not prevent the Declarant; subsequent property owner(s); and the personal representatives, heirs, successors, and assigns of either the Declarant or subsequent property owner from making use of the area(s) that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

4. RESTRICTIONS

Any activity in or use of the Conservation Area inconsistent with the purpose of this Declaration by the Declarant; subsequent property owner(s); and the personal representatives, heirs, successors, and assigns of either the Declarant or subsequent property owner, is prohibited. Without limiting the generality of the foregoing, and except when a purpose is approved by this Declaration, or as necessary to accomplish mitigation approved under the aforementioned permit, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to all of the express terms and conditions below:

A. Structures. The construction of man-made structures including but not limited to the construction, removal, placement, preservation, maintenance, alteration, or decoration of any buildings, roads, utility lines, billboards, or other advertising. This restriction does not include bat boxes, bird nesting boxes, bird feeders, and the placement of signs for safety purposes or boundary demarcation.

B. Demolition. The demolition of fencing structures constructed for the purpose of demarcation of the Conservation Area or for public safety.

C. Soils. The removal, excavation, disturbance, or dredging of soil, sand, peat, gravel, or aggregate material of any kind; or any change in the topography of the land, including any discharges of dredged or fill material, ditching, extraction, drilling, driving of piles, mining, or excavation of any kind.

D. Drainage. The drainage or disturbance of the water level or the water table, except for pre-existing or approved stormwater discharges and any maintenance associated with those stormwater discharges.

E. Waste or Debris. The storage, dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid, or hazardous waste substance, materials or debris of whatever nature on, in, over, or underground or into surface or ground water, except for pre-existing or approved stormwater discharges and any maintenance associated with those stormwater discharges.

F. Non-Native Species. The planting or introduction of non-native species.

G. Herbicides, Insecticides and Pesticides. The use of herbicides, insecticides, or pesticides, or other chemicals, except for as may be necessary to control invasive species that threaten the natural character of the Conservation Area. State-approved municipal application programs necessary to protect the public health and welfare are not included in this prohibition.

H. **Removal of Vegetation.** The mowing, cutting, pruning, or removal of any kind; disturbance, destruction, or the collection of any trees, shrubs, or other vegetation, except for pruning, cutting or removal for:

- (1) safety purposes; or
- (2) control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
- (3) control of non-native species and noxious weeds; or
- (4) scientific or nature study.

I. **Agricultural Activities.** Use of any portion of the Conservation Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural). Corps approved management practices, including the introduction of livestock, for the purpose of maintaining bog turtle habitat, are not included in this prohibition

J. **Other.** Other acts, uses, excavation, or discharges which adversely affect fish or wildlife habitat or the preservation of lands, waterways, or other aquatic resources within the Conservation Area.

5. INSPECTION, ENFORCEMENT AND ACCESS RIGHTS

The Corps, and/or PADEP, and its/their authorized representatives shall have the right to enter and go upon the Property, to inspect the Conservation Area and take actions necessary to verify compliance with this Declaration. When practicable, such entry shall be upon prior reasonable notice to the property owner. The Declarant grants to the Corps, the U.S. Department of Justice, and/or PADEP, a discretionary right to enforce this Declaration in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants: provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the permit.

6. RECORDING AND EXECUTION BY PARTIES

The Declarant agrees to record this Declaration with the Recorder of Deeds for Montgomery County, Pennsylvania, and provide the Corps with proof of recordation prior to the start of the work authorized by the referenced permit. Further, if anticipated activities in the Conservation Area are agreed upon for future phases of the site, as spelled out in the "Reserved Rights", the Declarant must submit plans to the Corps and PADEP for review and approval prior to any work in the Conservation Area.

7. NOTICE OF TRANSFER OF PROPERTY INTERESTS

No transfer of the rights of this Declaration, or of any other property interests pertaining to the Conservation Area or the underlying property it occupies shall occur without thirty (30) calendar days prior written notice to PADEP and the Corps.

8. MODIFICATIONS

The restrictions contained in this Declaration are required by the referenced Department of the Army Permit. There shall be no changes or alterations to the provisions in this Declaration without prior written approval from the Philadelphia District Commander of the Corps.

9. RESERVED RIGHTS

A. The Declarant and any holders of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure such as roads, utilities, drainage ditches, or stormwater facilities that are present on, over or under the Conservation Area reserve the right, within the terms and conditions of their permits, their agreements, and the law, to continue with such operation and maintenance. All pre-existing or approved project-related structures or infrastructure are as shown by Exhibit "A."

B. If the authorized project requires any related or unanticipated infrastructure modifications, utility relocation, drainage ditches, or stormwater controls within the identified Conservation Area, or if situations require measures to remove threats to life or property within the identified Conservation Area, said activities must be approved in writing by the Corps subject to terms and conditions set forth in the written approval. Approval is subject to the Corps' sole discretion. If approved, said activities must be identified on an amended Exhibit "A" and must be recorded and specifically noted as an "amendment" and copies of the recorded amended Exhibit must be provided to the Corps and PADEP within 60 days of Corps approval. Approval of said activity by the Corps is in addition to any Clean Water Act, Section 404 permit, or other authorization, which may be required in order to legally implement said activity. The Declarant accepts the obligation to place any other responsible party on reasonable prior notice of their need to request such Corps approval.

10. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. MITIGATION

If the work required by a mitigation plan including maintenance or remedial work, under the Department of Army permit for the authorized project occurs within the Conservation Area, then the Declarant is allowed to construct the mitigation work in accordance with the authorized mitigation plan, a copy of which is incorporated by reference.

IN WITNESS WHEREOF said DECLARANT has executed this Declaration the day and year first above written.

ATTEST:

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

Paul A. Leonard, Secretary

By: _____
Ira S. Tackel, President

APPROVED as to legality and form

Gilbert P. High, Jr., Esquire
Township Solicitor

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On the _____ day of _____, 2012, before me, a Notary Public for the Commonwealth aforesaid, personally appeared IRA S. TACKEL, who acknowledged himself to be President of the Board of Commissioners of Upper Dublin Township and that he, as such officer, being authorized to do so, executed, in my presence, the foregoing Declaration for the purposes herein contained

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

Notary Public

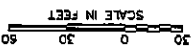
My commission expires:

[SEAL]

EXHIBIT "A"

Mitigation Plan, Sheets 1 to 6, prepared by URS Corporation for Upper Dublin Township and dated February 2011, last revised January 2012

DATE: 11/15/2011		DRAWN BY: [REDACTED]		CHECKED BY: [REDACTED]										
SCALE: 1" = 30'		PROJECT NO: 11-000		SHEET NO: 1 OF 2										
<p>URS CORPORATION CONSULTING ENGINEERS 1875 GARDNER DRIVE • SUITE 200 • FORT WORTH, TX • 76102-4027 817.339.7000</p>														
<p>MITIGATION PLAN UPPER DUBLIN TOWNSHIP PINE AND RAPID RUN FLOOD RETAINING STRUCTURES UNDER DESIGN CONTRACT - COUNTY OF EMERYVILLE</p>														
<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>11/15/2011</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>2</td> <td>11/15/2011</td> <td>ADDED NOTES AND REVISIONS</td> </tr> </table>						NO.	DATE	REVISION	1	11/15/2011	ISSUED FOR PERMIT	2	11/15/2011	ADDED NOTES AND REVISIONS
NO.	DATE	REVISION												
1	11/15/2011	ISSUED FOR PERMIT												
2	11/15/2011	ADDED NOTES AND REVISIONS												



MITIGATION	
REPLACEMENT	1.38 AC.
AREA 1	0.80 AC.
AREA 2	0.58 AC.
TOTAL	2.18 AC.

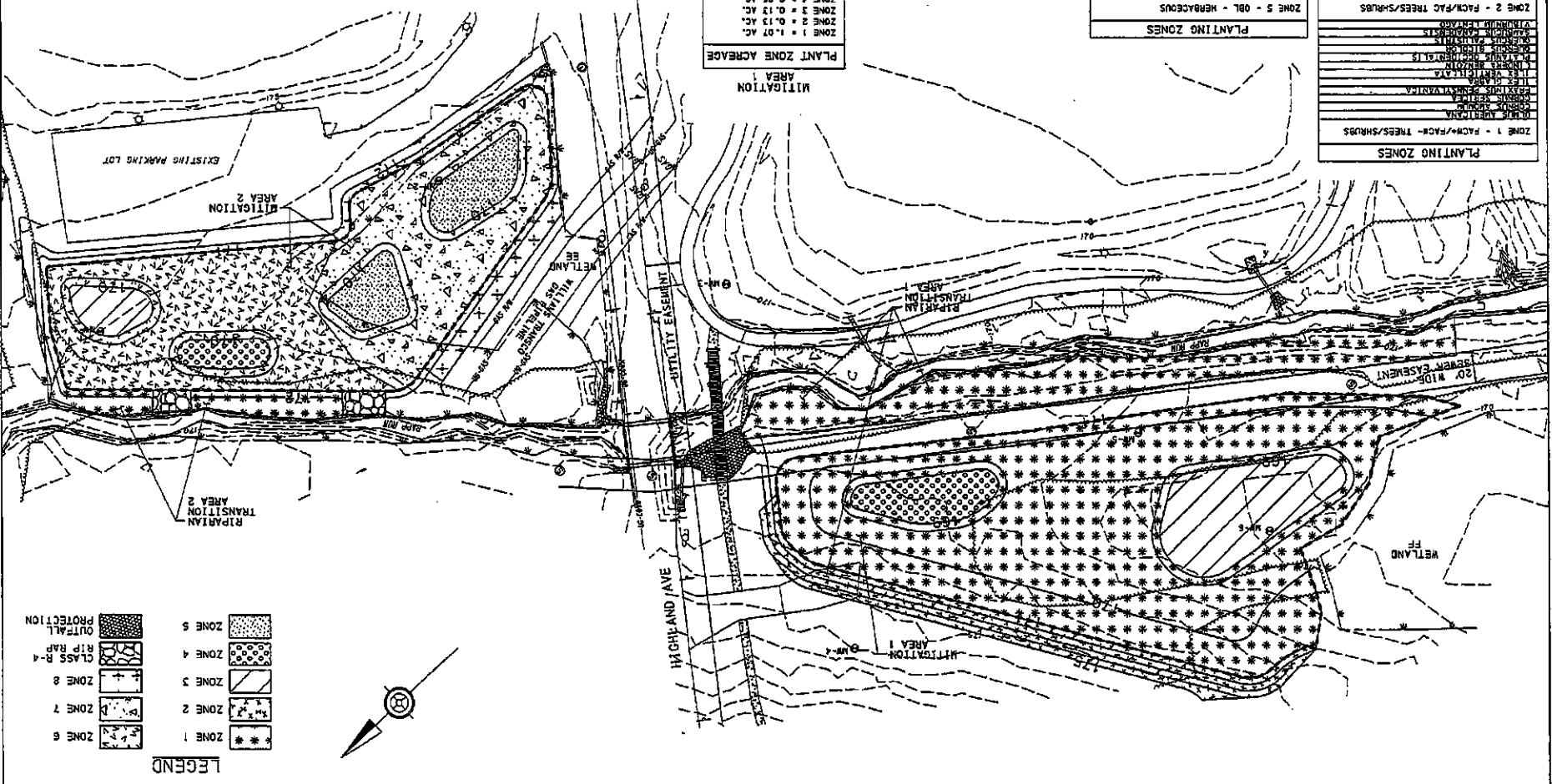
MITIGATION AREA 2	
PLANT ZONE ACREAGE	
ZONE 1	0.05 AC.
ZONE 2	0.03 AC.
ZONE 3	0.03 AC.
ZONE 4	0.02 AC.
ZONE 5	0.09 AC.
ZONE 6	0.29 AC.
ZONE 7	0.26 AC.
ZONE 8	0.07 AC.
TOTAL AREA	0.80 AC.

MITIGATION AREA 1	
PLANT ZONE ACREAGE	
ZONE 1	1.07 AC.
ZONE 2	0.13 AC.
ZONE 3	0.13 AC.
ZONE 4	0.05 AC.
TOTAL AREA	1.38 AC.

PLANTING ZONES	
ZONE 1 - FACM/FACH HERBACEOUS	
ZONE 2 - FACM/FACH HERBACEOUS	
ZONE 3 - FACM/FACH HERBACEOUS	
ZONE 4 - FACM/FACH HERBACEOUS	
ZONE 5 - FACM/FACH HERBACEOUS	
ZONE 6 - FACM/FACH HERBACEOUS	
ZONE 7 - FACM/FACH HERBACEOUS	
ZONE 8 - FACM/FACH HERBACEOUS	

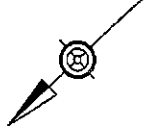
PLANTING ZONES	
ZONE 5 - OBL. HERBACEOUS	
ZONE 6 - OBL./FACH + TREES/SHRUBS	
ZONE 7 - OBL./FACH + TREES/SHRUBS	
ZONE 8 - OBL. HERBACEOUS	
ZONE 9 - OBL. HERBACEOUS	
ZONE 10 - OBL. HERBACEOUS	
ZONE 11 - OBL. HERBACEOUS	
ZONE 12 - OBL. HERBACEOUS	
ZONE 13 - OBL. HERBACEOUS	
ZONE 14 - OBL. HERBACEOUS	
ZONE 15 - OBL. HERBACEOUS	
ZONE 16 - OBL. HERBACEOUS	
ZONE 17 - OBL. HERBACEOUS	
ZONE 18 - OBL. HERBACEOUS	
ZONE 19 - OBL. HERBACEOUS	
ZONE 20 - OBL. HERBACEOUS	
ZONE 21 - OBL. HERBACEOUS	
ZONE 22 - OBL. HERBACEOUS	
ZONE 23 - OBL. HERBACEOUS	
ZONE 24 - OBL. HERBACEOUS	
ZONE 25 - OBL. HERBACEOUS	
ZONE 26 - OBL. HERBACEOUS	
ZONE 27 - OBL. HERBACEOUS	
ZONE 28 - OBL. HERBACEOUS	
ZONE 29 - OBL. HERBACEOUS	
ZONE 30 - OBL. HERBACEOUS	

PLANTING ZONES	
ZONE 1 - FACM/FACH - TREES/SHRUBS	
ZONE 2 - FACM/FACH TREES/SHRUBS	
ZONE 3 - OBL. TREES/SHRUBS	
ZONE 4 - OBL. HERBACEOUS	
ZONE 5 - OBL. HERBACEOUS	
ZONE 6 - OBL. HERBACEOUS	
ZONE 7 - OBL. HERBACEOUS	
ZONE 8 - OBL. HERBACEOUS	
ZONE 9 - OBL. HERBACEOUS	
ZONE 10 - OBL. HERBACEOUS	
ZONE 11 - OBL. HERBACEOUS	
ZONE 12 - OBL. HERBACEOUS	
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LEGEND

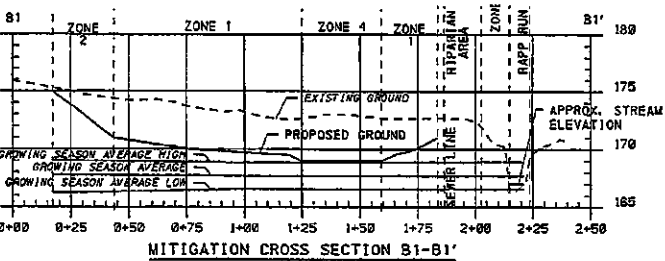
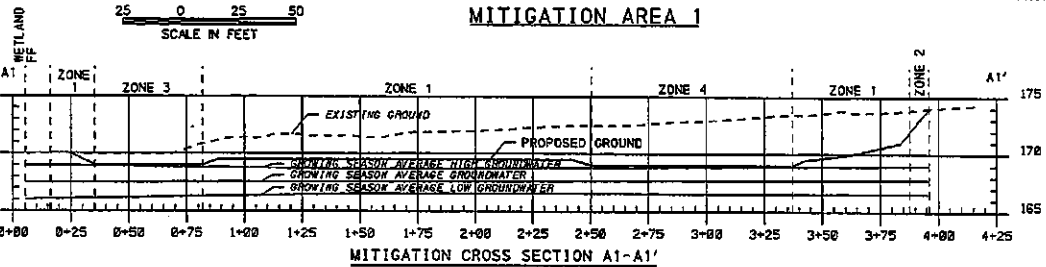
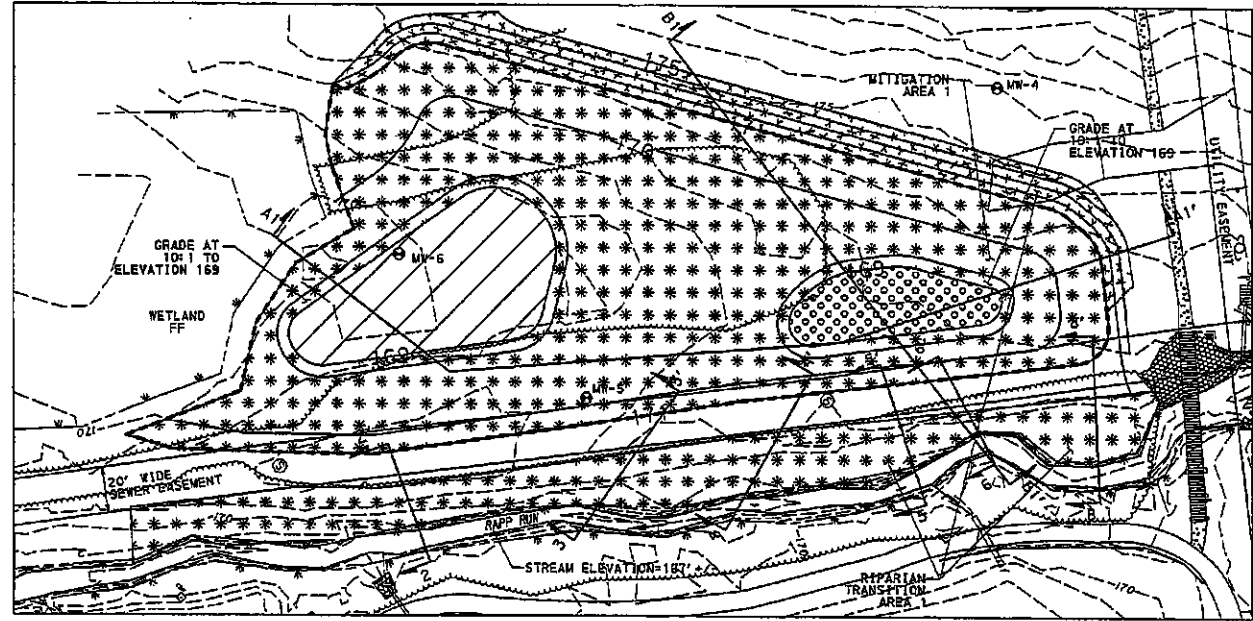
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GROUNDWATER DATA			
MONITORING WELL No.	MW-4	MW-5	MW-6
GROUND ELEVATION	175.71	171.62	169.49

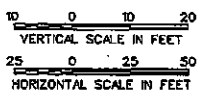
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6/8/10	171.36	167.01	166.64
6/15/10	171.46	167.34	166.86
6/25/10	171.20	166.88	166.65
7/8/10	171.05	166.56	166.15
7/20/10	171.34	167.73	167.71
8/3/10	171.11	166.30	166.64
8/19/10	169.49	166.56	166.05
9/3/10	169.55	166.63	166.23
9/16/10	168.94	166.24	165.66
10/7/11	169.92	167.89	168.07
10/21/10	170.45	167.82	167.47
11/11/10	170.78	167.64	167.75
12/3/10	170.85	168.41	168.24
12/15/10	171.53	168.26	168.34
12/29/10	171.43	167.64	168.00
1/14/11	171.32	167.70	168.02
1/28/11	171.73	169.15	168.53
2/11/11	172.69	168.75	168.49
2/25/11	172.99	171.62	169.49
3/11/11	174.20	170.85	169.49
3/25/11	174.24	169.09	169.49
4/8/11	174.19	169.31	169.20
4/22/11	174.20	168.53	169.21
5/6/11	174.19	168.25	169.48
5/24/11	174.20	169.60	169.29
6/6/11	173.14	167.43	167.17
6/21/11	171.68	167.40	167.08
7/14/11	171.24	166.63	166.28
7/27/11	170.25	166.94	166.92
8/29/11	172.19	170.13	169.49
9/30/11	173.06	168.94	169.49
10/31/11	173.67	169.34	169.49
11/30/11	174.04	170.32	169.49
12/27/11	174.00	169.12	169.49
1/31/12	173.80	169.75	169.94
2/24/12	173.46	168.31	168.80
AVERAGE GROUNDWATER ELEVATION	172.08	168.13	168.05



LEGEND

- Zone 1: Asterisks
- Zone 2: Dotted pattern
- Zone 3: Diagonal lines
- Zone 4: Dotted pattern
- Zone 5: Dotted pattern
- Zone 6: Dotted pattern
- Zone 7: Dotted pattern
- Zone 8: Dotted pattern
- Class R-4 Rip Rap: Dotted pattern

SEE SHEET 5 FOR PLANTING SCHEDULE



THIS SHEET REPRESENTS 1.38 ACRES OF MITIGATION WETLANDS AND FLOODPLAIN FOREST HABITAT WITHIN PROJECT BOUNDARIES.

3 JAN 2012
1 FEB 2011
NO. DATE REVISIONS

QUALITY STRUCTURES AND WETLAND GROUP
UPDATED INFO & ADDED CROSS SECTIONS

MITIGATION PLAN
UPPER DUBLIN TOWNSHIP
PINE AND RAPP RUN
FLOOD RETARDING STRUCTURES

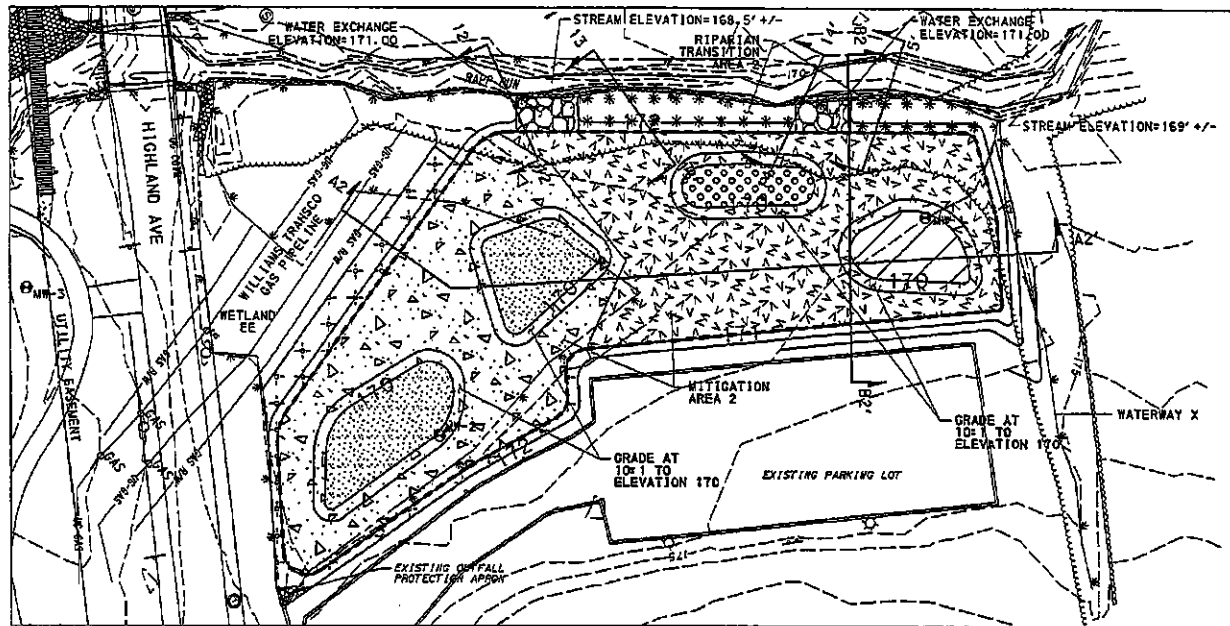
UPPER DUBLIN TOWNSHIP, LIGHTSOUTHWEST COUNTY, PENNSYLVANIA

URS CORPORATION

325 Commerce Drive • Suite 300 • Fort Mill, SC • 29504-5425
716.800.0000 • Fax 716.800.0000

DATE: FEB 2011
DRAWN BY: [blank]
CHECKED BY: [blank]

PROJECT NO. 2107545
SHEET NO. 5 OF 9



GROUNDWATER DATA			
MONITORING WELL No.	MW-1	MW-2	MW-3
GROUND ELEVATION	172.8	171.31	170.2

GROUNDWATER DATA			
DATE	MW-1 GROUNDWATER ELEVATION (FT)	MW-2 GROUNDWATER ELEVATION (FT)	MW-3 GROUNDWATER ELEVATION (FT)
5/8/10	169.80	169.31	167.89
5/15/10	170.10	170.41	168.26
6/25/10	169.53	170.21	167.71
7/8/10	169.21	168.80	167.41
7/20/10	171.13	171.31	168.54
8/3/10	169.55	170.86	167.70
8/18/10	169.31	168.99	167.43
9/3/10	169.43	169.23	167.56
9/16/10	169.11	168.53	167.20
10/7/11	170.34	171.31	x
10/21/10	170.31	171.31	x
11/21/10	170.34	171.21	x
12/3/10	171.39	171.31	x
12/15/10	171.22	171.31	x
12/29/10	170.57	170.86	x
1/14/11	170.64	170.86	x
1/28/11	171.18	171.11	x
2/11/11	171.55	171.31	x
2/25/11	172.80	171.31	169.73
3/11/11	172.80	171.31	170.00
3/25/11	172.21	171.31	169.53
4/8/11	171.85	171.31	169.09
4/22/11	171.54	171.31	169.25
5/6/11	171.42	171.31	169.11
5/24/11	172.11	171.31	169.39
6/6/11	170.12	169.72	168.29
6/21/11	170.19	170.52	168.34
7/14/11	169.28	168.84	167.81
7/27/11	169.50	170.33	167.63
8/29/11	171.82	171.31	169.72
9/30/11	171.81	171.31	169.50
10/31/11	171.90	171.31	169.25
11/30/11	172.52	171.31	169.80
12/21/11	172.00	171.31	169.30
1/31/12	171.75	171.11	168.05
2/24/12	171.60	171.07	169.01
AVERAGE GROUNDWATER ELEVATION	170.89	170.71	168.64

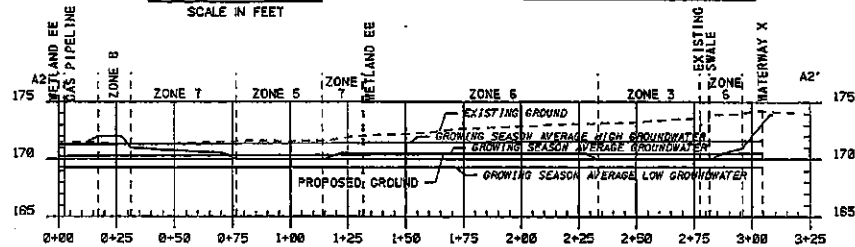
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SCALE IN FEET

MITIGATION AREA 2

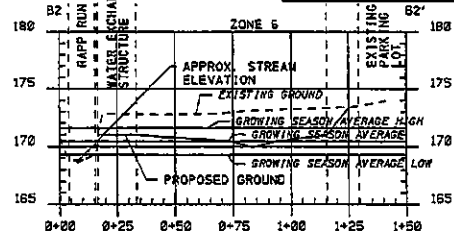
LEGEND

- *** ZONE 1
 - *** ZONE 2
 - *** ZONE 3
 - *** ZONE 4
 - *** ZONE 5
 - *** ZONE 6
 - *** ZONE 7
 - *** ZONE 8
 - *** CLASS R-4 RIP RAP
- SEE SHEET 6 FOR PLANTING SCHEDULE

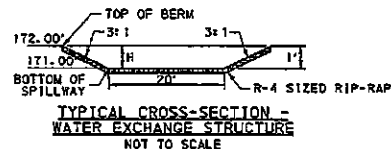
THIS SHEET REPRESENTS D.80 ACRES OF MITIGATION WETLANDS AND FLOODPLAIN FOREST HABITAT WITHIN PROJECT BOUNDARIES.



MITIGATION CROSS SECTION A2-A2'

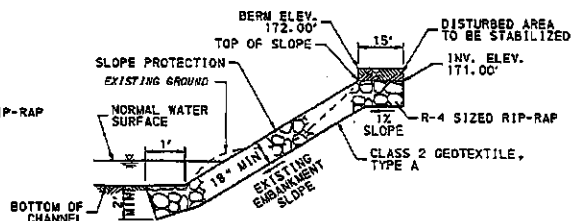


MITIGATION CROSS SECTION B2-B2'



TYPICAL CROSS-SECTION - WATER EXCHANGE STRUCTURE
NOT TO SCALE

10 0 10 20
VERTICAL SCALE IN FEET
25 0 25 50
HORIZONTAL SCALE IN FEET



TYPICAL PROFILE - WATER EXCHANGE STRUCTURE
NOT TO SCALE

3	JUN 2010	OUTLET STRUCTURES AND WETLAND GRADING
1	FEB 2010	UPDATED INFO & ADDED CROSS SECTIONS
REV.	DATE	REVISIONS
MITIGATION PLAN UPPER DUBLIN TOWNSHIP PINE AND RAPP RUN FLOOD RETARDING STRUCTURES UPPER DUBLIN TOWNSHIP, MCDONOUGH COUNTY, PENNSYLVANIA		
URS CORPORATION Consulting Engineers 335 Commerce Drive - Suite 300 • Fort Lewis, PA • 19034-0000 4821 3676500 • Fax 4821 3676500		
SCALE	DRAWN BY	CHECKED BY
AS NOTED	FOR 2011	2011
PROJECT NO.	DATE	SHEET NO.
104756	10/20/10	3 OF 4

Mitigation Area 2: Zone 1 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Caliper (Inches)	Container Size ²	Quantity
Trees	FN	<i>Fraxinus pennsylvanica</i>	Green Ash	1.5	#2	2
	PO	<i>Pistacia occidentalis</i>	Sycamore	1.5	#2	2
	QB	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#5	2
	QP	<i>Quercus palustris</i>	Pin Oak	1.5	#5	2
Total Tree Plantings						8
Plant Type	Key	Scientific Name	Common Name ¹	Height (Inches)	Container Size ²	Quantity
Shrubs	CA	<i>Cornus amomum</i>	Silly dogwood	36-48	#2	2
	CS	<i>Cornus sericea</i>	Redosier dogwood	36-48	#2	2
	IG	<i>Ilex glabra</i>	hickory	18-24	#3	3
	IV	<i>Ilex verticillata</i>	Winterberry	18-24	#3	2
	LB	<i>Lindera benzoin</i>	Spicebush	18-24	#3	3
	SC	<i>Sambucus canadensis</i>	Elderberry	24-36	#1	3
VL	<i>Viburnum lentago</i>	Hannyberry	18-24	#2	3	
Total Shrub Plantings						18

Mitigation Area 2: Zone 6 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Caliper (Inches)	Container Size ²	Quantity
Trees	FN	<i>Fraxinus pennsylvanica</i>	Green Ash	1.5	#2	10
	QP	<i>Quercus palustris</i>	Pin Oak	1.5	#5	10
	SN	<i>Salix nigra</i>	Black Willow	1.5	#3	12
	TD	<i>Taxodium distichum</i>	Bald Cypress	1.5	#7	13
Total Tree Plantings						45
Plant Type	Key	Scientific Name	Common Name ¹	Height (Inches)	Container Size ²	Quantity
Shrubs	CO	<i>Cephalanthus occidentalis</i>	Butterbush	24-48	#2	15
	CA	<i>Cornus amomum</i>	Silly dogwood	36-48	#2	14
	CS	<i>Cornus sericea</i>	Redosier dogwood	36-48	#2	14
	IV	<i>Ilex verticillata</i>	Winterberry	18-24	#3	14
	RV	<i>Rhododendron viscosum</i>	Swamp azalea	18-24	#3	15
	RP	<i>Rosa palustris</i>	Swamp Rose	24-36	#2	15
Total Shrub Plantings						87

Mitigation Area 2: Zone 3 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Caliper (Inches)	Container Size ²	Quantity
Trees	QB	<i>Quercus bicolor</i>	Swamp White Oak	1.5	#3	1
	SN	<i>Salix nigra</i>	Black Willow	1.5	#2	1
	TD	<i>Taxodium distichum</i>	Bald Cypress	1.5	#7	1
Total Tree Plantings						3
Plant Type	Key	Scientific Name	Common Name ¹	Height (Inches)	Container Size ²	Quantity
Shrubs	AS	<i>Alnus serrulata</i>	Smooth alder	24-36	#1	8
	CO	<i>Cephalanthus occidentalis</i>	Butterbush	24-48	#2	8
	RP	<i>Rosa palustris</i>	Swamp Rose	24-48	#2	8
Total Shrub Plantings						24

Mitigation Area 2: Zone 7 Planting Schedule							
Plant Type	Key	Scientific Name	Common Name ¹	Size	Quantity		
Herbaceous	AG	<i>Aristida glomerata</i>	Bushy bluestem	Plugs	260		
	CG	<i>Carex Grayi</i>	Grass sedge	Plugs	260		
	EP	<i>Eupatorium perfoliatum</i>	Boneset	Plugs	155		
	JE	<i>Juncus effusus</i>	Soft rush	Plugs	260		
	JT	<i>Juncus torreyi</i>	Torrey's rush	Plugs	292		
	LC	<i>Lobelia cardinalis</i>	Cardinal flower	Plugs	155		
	OS	<i>Onoclea sensibilis</i>	Sensitive fern	Plugs	205		
	PP	<i>Poa palustris</i>	Fowl bluegrass	Plugs	292		
	SC	<i>Scirpus cyperinus</i>	Woolgrass	Plugs	155		
	SP	<i>Scirpus pungens</i>	Three-square	Plugs	265		
	SS	<i>Solidago stricta</i>	Wand goldenrod	Plugs	155		
	Total Plantings						2454

Mitigation Area 2: Zone 4 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Size	Quantity	
Herbaceous	AP	<i>Alisma plantago</i>	Water plantain	Plugs	33	
	CV	<i>Carex vulpinoidea</i>	Foxsedge	Plugs	33	
	PC	<i>Portulaca oleracea</i>	Pickersweed	Plugs	46	
	SL	<i>Sagittaria latifolia</i>	Arrowhead	Plugs	46	
Total Plantings						158

Mitigation Area 2: Zone 8 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Size	Quantity	
Herbaceous	AV	<i>Andropogon virginicus</i>	Broomsedge bluestem	Plugs	105	
	EV	<i>Elymus virginicus</i>	Virginia wildrye	Plugs	105	
	EM	<i>Eupatorium maculatum</i>	Spotted Joe-pye weed	Plugs	105	
	JT	<i>Juncus torreyi</i>	Torrey's rush	Plugs	78	
	OS	<i>Onoclea sensibilis</i>	Sensitive fern	Plugs	55	
	PP	<i>Poa palustris</i>	Fowl bluegrass	Plugs	78	
Total Plantings						526

Mitigation Area 2: Zone 5 Planting Schedule						
Plant Type	Key	Scientific Name	Common Name ¹	Size	Quantity	
Herbaceous	AP	<i>Alisma plantago</i>	Water plantain	Plugs	127	
	AI	<i>Azulepis incarnata</i>	Swamp milfoed	Plugs	50	
	CC	<i>Carex comosa</i>	Longhair sedge	Plugs	80	
	Clsp	<i>Carex laxifolia</i>	Hop sedge	Plugs	80	
	Clsh	<i>Carex lasiocarpa</i>	Shallow sedge	Plugs	80	
	CS	<i>Carex stricta</i>	Tussock sedge	Plugs	50	
	CV	<i>Carex vulpinoidea</i>	Foxsedge	Plugs	127	
	EP	<i>Eupatorium fistulosum</i>	Joe-pye weed	Plugs	50	
	IV	<i>Iris versicolor</i>	Blueflag	Plugs	50	
	PL	<i>Panicum longifolium</i>	Redtop panicgrass	Plugs	60	
	SA	<i>Scirpus atrovirens</i>	Green bulrush	Plugs	50	
Total Plantings						824

1	PREP SHEET	ISSUED PLANTING SCHEDULE	PROJECT NO.
2	TITLE SHEET	UPDATED WITH 4 ADDITIONAL SPECIES	FIELD LOG
3	TOP SOIL		
4	DATE	REVISED	

MITIGATION PLAN
UPPER DUBLIN TOWNSHIP
PINE AND RAPP RUN
FLOOD RETARDING STRUCTURES
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

URS CORPORATION		200915
Consulting Engineers		
335 Governor Drive - Suite 200 - Fort Washington - Pa. - 19034-2833	DATE: 05/20/09	PROJECT: 090115
DRG: 20090501	DATE: FEB 20th	CREATED BY: KJK
SCALE: AS NOTED	DATE: FEB 20th	CREATED BY: KJK

PAGE 15
6 OF 6

NOTE 1: PLANT SPECIES ARE SUBJECT TO AVAILABILITY. IF DESIGNATED SPECIES ARE NOT AVAILABLE FROM LOCAL NURSERIES, A SPECIES NATIVE TO SIMILAR HABITATS IN PENNSYLVANIA WILL BE USED.

NOTE 2: # = SIZE CONTAINER OR B/B (BALLED BURLAP)

RESOLUTION

NO. 12-2113

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN APPROVING THE SALE OF THE OLD FORT WASHINGTON ELEMENTARY SCHOOL SITUATED AT 316 MADISON AVENUE, FORT WASHINGTON, UPPER DUBLIN TOWNSHIP, BEING MONTGOMERY COUNTY TAX PARCEL NO. 54-00-11488-00-5, TO MJE BUILDERS, INC.

WHEREAS, the Township of Upper Dublin ("Township") owns the property located at 316 Madison Avenue, Fort Washington, consisting of 1.136 acres of land improved with two stone buildings: (1) a 1365 SF one-story building constructed as a school in 1891; and (2) a 10,755 SF two-story building constructed as a school between 1913 and 1917 ("Property"); and

WHEREAS, the Property was acquired by The School District of the Township of Upper Dublin through two separate transactions in 1891 and 1901; and

WHEREAS, the Property with the buildings erected thereon was used for public education as the Upper Dublin Public School No. 5, and later the Fort Washington Elementary School, until the School District of Upper Dublin, successor to the School District of the Township of Upper Dublin, constructed a new Fort Washington Elementary School; and

WHEREAS, the School District of Upper Dublin sold the Property to the Township in 1970 for Twelve Thousand Five Hundred Dollars (\$12,500.00); and

WHEREAS the School District waived, released, and forever discharged its reversion right under the Pennsylvania Public School Code to the Property by an extinguishment of reversion rights dated June 18, 2007, and recorded with the Montgomery County Recorder of Deeds at Deed Book 5657, Page 00300, and the School District's waiver of its reversion right was approved by the Pennsylvania Department of Education by letter dated March 27, 2007; and

WHEREAS, the Township has determined that it is not in the Township's interest to continue to own and maintain the Property; and

WHEREAS, by Order of the Montgomery County Court of Common Pleas dated August 17, 2011, the Township may sell the Property free and clear of any encumbrances or restrictions on the use of the Property, and free and clear of any public rights in or to the Property; and

WHEREAS, the Township advertised for sealed bids for the purchase of the Property with Bid Documents consisting of the following items: Notice of Public Sale by Sealed Bid ("Bid Notice"), Instructions to Bidders, Purchase Agreement, and Photographs and Plot Plan ("Plot Plan"); and

WHEREAS, the Township reserved the right to reject any and all bids that it received for the Property, and to accept a bid, waiving any and all technicalities; and

WHEREAS, the Township intended to enter into a Purchase Agreement for the Property with the person or entity submitting the highest responsive bid; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on March 1, 2012 at 10:00 a.m.; and

WHEREAS, bids were received in the following amounts from the following bidders:

GATSME Model Railroad Club, Inc.	\$202,050.00
James Sheridan	\$25,000.00
MJE Builders, Inc.	\$185,100.00

WHEREAS, the Township's staff and consultants reviewed the bids and recommended that the Board of Commissioners find to be the highest responsive bidder and award the sale of the Property to the GATSME Model Railroad Club, Inc. ("GATSME"); and

WHEREAS, by Resolution No. 12-2110 adopted on March 13, 2012, the Board of Commissioners determined that GATSME was the highest responsive bidder for the purchase of the Property and authorized the sale of the Property to GATSME pursuant to the terms of the Bid Documents and for a Purchase Price of Two Hundred Two Thousand Fifty Dollars (\$202,050.00), with settlement to take place no later than sixty (60) days from the date of the Resolution; and

WHEREAS, the Township entered into a Purchase Agreement with GATSME for the sale and purchase of the Property with a closing date for the sale of the Property to be no later than May 11, 2012; and

WHEREAS, GATSME failed to close on the sale of the Property in accordance with the terms of the Purchase Agreement; and

WHEREAS, by letter dated May 15, 2012, the Township provided notice to GATSME of its default under the terms of the Purchase Agreement, and the Township provided GATSME with a period of ten days in which to cure the default, which GATSME failed to do; and

WHEREAS, as a consequence of the GATSME default, the Township's staff and consultants have recommended that the Board of Commissioners find the second highest bidder, MJE Builders, Inc., to be the highest responsive bidder and make a new award of the sale of the Property to the MJE Builders, Inc.; and

WHEREAS, the Board of Commissioners hereby finds that MJE Builders, Inc. is the highest responsive bidder for the purchase of the Property.

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

1. The Township incorporates by reference the above recitation as if fully set forth herein.

2. The sale of the property located at 316 Madison Avenue, Fort Washington, consisting of 1.136 acres of land improved with two stone buildings: a 1365 SF one-story building constructed as a school in 1891; and a 10,755 SF two-story building constructed as a school in 1913 (collectively, the "Property"), is hereby authorized to be made by the Township to MJE Builders, Inc. pursuant to the terms of the Bid Documents and this Resolution and for a Purchase Price of One Hundred Eighty Five Thousand One Hundred Dollars (\$185,100.00).

3. The Property is to be sold "as is," without further physical improvement by the Township, and in accordance with the Bid Documents; and

4. Settlement shall take place no later than sixty (60) days from the date of this Resolution, and the Purchase Agreement prepared by the Township Solicitor must be entered into within fifteen (15) days of the date of this Resolution; and

5. The appropriate officers of the Township are authorized to take such actions as may be necessary to carry out the intent of this Resolution, and the Township Manager is hereby authorized and directed to execute the Purchase Agreement for the sale of the Property in the amount of the Purchase Price, subject to completing settlement and closing requirements.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 12th day of June, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 

Ira S. Tackel, President

Attest: 

Paul A. Leonard, Township Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 12-2114

Resolution To Approve First Niagara Bank
As An Official Depository For Real Estate Tax Collections

WHEREAS, the First Class Township Code at §804 provides that by virtue of the election of a person to be the Township Treasurer, that person is also the Tax Collector, responsible for the collection of all county, institution district, township and school taxes; and

WHEREAS, it is the duty of the Tax Collector to receive and deposit taxes paid upon tax duplicates issued by the Township, and to, thereafter, remit collected funds to the Township; and

WHEREAS, the Tax Collector has requested the approval of the Board of Commissioners to designate First Niagara Bank as an official depository of real estate tax collections prior to remittance of those taxes to the municipal entity for which they were collected.

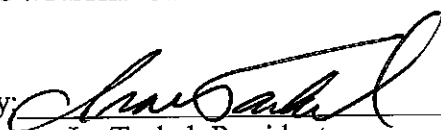
NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby approves First Niagara Bank as an official depository for real estate tax collections received by the Tax Collector on behalf of the Township, on condition that First Niagara Bank adhere to the requirements of Act 72 and the Federal Deposit Insurance Corporation with respect to the collateralization of those deposits.

RESOLVED by the Board of Commissioners this 12th day of JUNE, 2012.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary

By: 
Ira Tackel, President

RESOLUTION

NO. 12-2115

**A RESOLUTION To Provide For The Rates Of Compensation For The Upper
Dublin Township Engineer Effective July 1, 2012**

WHEREAS, Jeffrey A. Wert of the firm of Metz Engineers is the Township Engineer appointed 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 commencing July 1, 2012 shall be as set forth on the following fee schedule:

**METZ ENGINEERS PROFESSIONAL SERVICES FEE SCHEDULE
FOR UPPER DUBLIN TOWNSHIP
PROPOSED July 1, 2012**

Township Engineer	\$110.00 / hour
Sr. Project Manager	\$96.00 / hour
Project Manager	\$90.00 / hour
Sr. Project Engineer/Surveyor	\$84.00 / hour
Project Engineer/Surveyor	\$78.00 / hour
Inspection Manager	\$88.00 / hour
Assistant Inspection Manager	\$78.00 / hour
(Premium - After 4:00 P.M. & Weekends)	\$98.00 / hour
Engineer/Surveyor	\$70.00 / hour
Sr. Engineering Technician/CAD Operator	\$62.00 / hour
Engineering Technician	\$54.00 / hour
Administrative Assistant	\$40.00 / hour
Engineering Aide	\$36.00 / hour

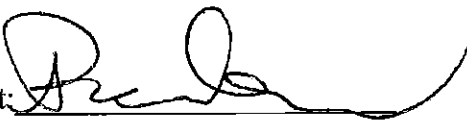
Sr. Construction Observer (Premium - After 4:00 P.M. & Weekends)	\$70.00 / hour
	\$90.00 / hour
Construction Observer (Premium - After 4:00 P.M. & Weekends)	\$56.00 / hour
	\$74.00 / hour
3-Man Survey Corps	\$140.00 / hour
2-Man Survey Corps	\$120.00 / hour
3-Man GPS Survey Corps (w/GPS Equipment)	\$156.00 / hour
2-Man GPS Survey Corps (w/GPS Equipment)	\$140.00 / hour
1-Man GPS Survey (w/GPS Equipment)	\$120.00 / hour

Metz Engineers will forgo the industry-standard 10% add-on fee for sub-consultants the Township would have us retain for billing through Metz on Township Engineers' duties. Rental of testing equipment and reproduction costs shall be charged at cost. Mileage may be charged at the Standard IRS allowable reimbursement rates. Hourly rates include travel time from Metz Office or as may be proportioned less from adjacent assignments. Extraordinary copying charges will be invoiced at \$0.20 per copy and \$1.50 per square foot for prints.

ADOPTED this 10th day of JULY, 2012.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest:


Paul A. Leonard, Secretary


Ira S. Tackel, President

RESOLUTION

NO. 12-2116

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
APPROVING SETTLEMENT OF THE MATTER OF
DANIEL LAGRECA CO. INC. V. TOWNSHIP OF UPPER
DUBLIN, MCCP NO. 03-08507**

WHEREAS, the Township of Upper Dublin ("Township") contracted with Daniel Lagreca Company, Inc. ("Lagreca") for Lagreca to act as the prime contractor for plumbing work on the publicly bid construction project known as the "Upper Dublin Township Police and Municipal Facility Expansion" (the "Project"); and

WHEREAS, certain disputes arose between the parties arising out of the Project, which gave rise to litigation brought by Lagreca against the Township, and a third-party complaint brought by the Township against Milestone Construction Management, Inc. ("Milestone"), in the Court of Common Pleas of Montgomery County at Montgomery County Civil Action No. 03-08507 (the "Litigation"); and

WHEREAS, Milestone was Upper Dublin's prime contractor for general construction work on the Project; and

WHEREAS, Lagreca commenced the Litigation on May 8, 2003; and

WHEREAS, Lagreca's original contract price was \$251,000.00; and

WHEREAS, during the course of the Project, Lagreca filed miscellaneous claims against the Township for alleged Project delay related costs; and

WHEREAS, the Township denied Lagreca's claims and Lagreca initially sought through the Litigation an amount of \$170,680.13 in alleged delay costs; and

WHEREAS, the Township joined Milestone as an additional defendant because compensable delay, if any, was caused by Milestone and not the Township; and

WHEREAS, Lagreca submitted an expert report principally analyzing the alleged damages and said report concluded that Lagreca's alleged damages were \$198,446.53 (the original claim being \$170,680.13); and

WHEREAS, to rebut the conclusions of Lagreca's expert, the Township retained its own damages expert (John Livengood from Arcadis) who prepared a comparative analysis challenging all but approximately \$40,000.00 of Lagreca's claimed costs; and

WHEREAS, based upon the Township's expert's report, the Township determined a reasonable settlement range in 2011 of between \$35,000 and \$50,000, including time-factored interest;

WHEREAS, the Township previously attempted to settle the matter for an amount related to claimed direct costs of \$25,000.00; however, Lagreca countered the initial offer of \$25,000.00 with a demand of \$120,000.00; and

WHEREAS, in the face of a pending July 2012 trial of the matter in the Montgomery County Court of Common Pleas, counsel for the Township and Lagreca negotiated a Settlement Agreement for the purpose of resolving all of the issues between the parties, without admission of liability, which have been raised in the Litigation or which relate to claims by either the Township or Lagreca in relation to the Project, exclusive of the Township's claim for indemnity or contribution from Milestone in the Litigation; and

WHEREAS, the terms of the negotiated Settlement Agreement are as follows:

1. Within thirty (30) days of execution of the Settlement Agreement, the Township of Upper Dublin shall pay to Lagreca the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) (the "Settlement Funds").

2. Upon execution of the Settlement Agreement, counsel for the parties shall advise the Court of the Settlement, and Lagreca shall voluntarily dismiss its claims in the Litigation against the Township, without prejudice to the Township's right to pursue indemnity and contribution against Milestone.

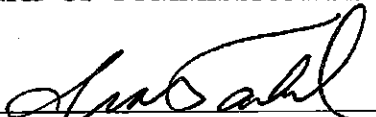
3. Each party to the Settlement Agreement shall be responsible for its own costs, defense costs and attorneys' fees and will not seek to recover any costs, defense costs or attorneys' fees from any other party to the Settlement Agreement.

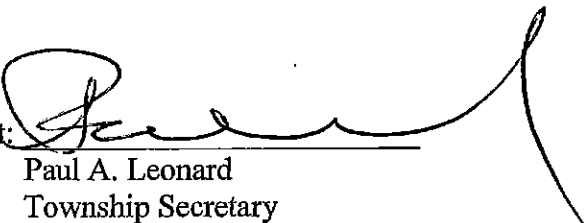
4. In consideration for the mutual covenants contained in the Settlement Agreement, and upon payment in full of the Settlement Funds, and for performance of all other obligations, Lagreca and the Township shall for themselves and on behalf of their respective agents, employees, Commissioners, servants, heirs, successors and assigns, release, remise and forever discharge each other, their respective heirs, administrators, affiliates, present or former officers, Commissioners, directors, employees, agents, attorneys, successors and assigns, of and from any claims or defenses made or which are the subject matter of the Litigation or which relate to or arise from the Project, provided, however, that nothing contained in the Settlement Agreement shall be construed or intended to provide any release of any claims of the Township against Milestone for indemnity, contribution, or otherwise, in relation to the Project or the Litigation.

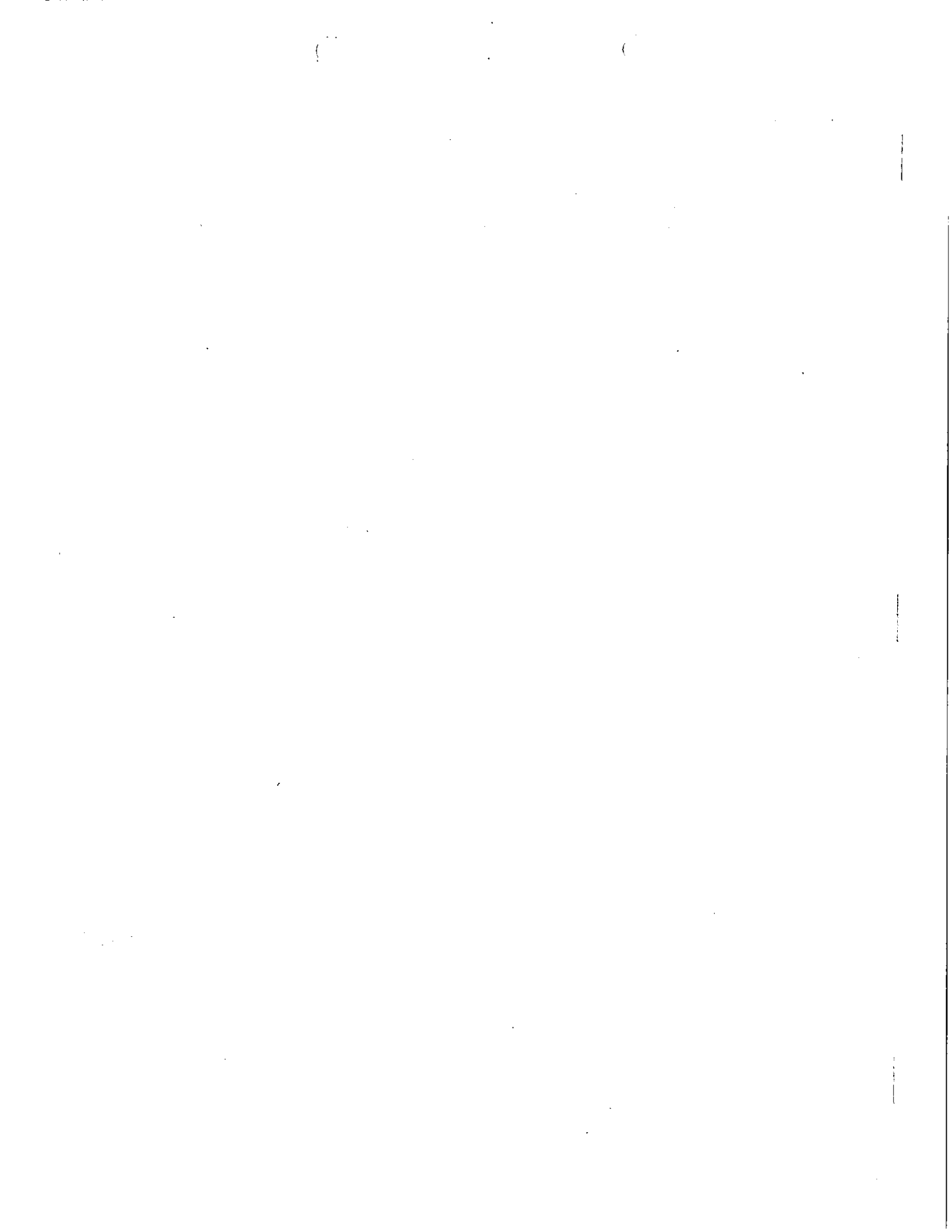
NOW, THEREFORE, BE IT RESOLVED, by the board of Commissioners of the Township of Upper Dublin that, upon recommendation of counsel for the Township following settlement negotiations with counsel for Lagreca, settlement of the matter of Daniel Lagreca Co. Inc. v. Township of Upper Dublin, MCCP No. 03-08507, by Township payment to Lagreca of the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) under the terms and conditions set forth in the above recitals is hereby approved and counsel for the Township is authorized to take action as necessary to prepare and file the documents necessary to settle the matter.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 10th day of JULY, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard
Township Secretary



RESOLUTION NO. 12-2117

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 JULY 1, 2012 AT A TOTAL COST TO THE TOWNSHIP OF \$33,318.

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

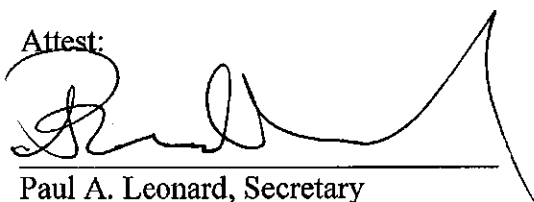
WHEREAS, the MCPC has presented to the Township a Planning Assistance Contract between Commissioners of Montgomery County and Upper Dublin Township (hereinafter the "Contract"); including as Exhibit "A", a Resolution of the MCPC Updating the Scope of Services and Adjusting the Fee Schedule for Community Planning Assistance Contract; and

WHEREAS, the Contract would be effective July 1, 2012 and would run through June 30, 2015, at a total cost to the Township of ^{50% of} \$33,318 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.

ADOPTED this 14th day of August, 2012.

Attest:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:  (Pres)
Ira S. Tackel, President

**BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP**

RESOLUTION NO. 12-2118

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP GRANTING POLICE OFFICER JAMES GOVERNA AN HONORABLE DISCHARGE FROM THE UPPER DUBLIN TOWNSHIP POLICE DEPARTMENT AND FURTHER GRANTING HIM A DISABILITY PENSION.

WHEREAS, the Board of Commissioners of Upper Dublin Township (“the Board of Commissioners”) is the governing authority of the Township of Upper Dublin (“the Township”), a duly constituted Township of the First Class located in Montgomery County, Pennsylvania; and

WHEREAS, Police Officer James Governa (“Governa”) has been employed as a full-time police officer of the Township since August 19, 1992; and

WHEREAS, Governa has provided dedicated and honorable service to the Township Police Department and the Township’s residents; and

WHEREAS, Governa sustained an injury on October 12, 2011, while investigating an accident and in the performance of his duties; and

WHEREAS, Governa has not reported for full duty since October 12, 2011; and

WHEREAS, on June 27, 2012, a physician determined that Governa had a condition which prevented him from performing the essential duties of a police officer at any point in the foreseeable future and that his injury was thus permanent in nature; and


NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Township hereby recognizes with gratitude Officer Governa’s dedicated service to the Township and its residents.

2. Effective September 11, 2012, Governa is hereby granted an honorable discharge from the Upper Dublin Township Police Department.
3. Effective October 1, 2012, Governa is hereby granted a disability pension.

Duly enacted by the members of the Upper Dublin Board of Commissioners, this 11th day of SEPTEMBER, 2012

Attest:


Paul A. Leonard, Secretary

UPPER DUBLIN
BOARD OF COMMISSIONERS


Ira S. Tackel, President
Board of Commissioners

RESOLUTION

NO. 12-2119

**RESOLUTION TO APPROVE EXECUTION OF AGREEMENTS
WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
FOR THE SHARING OF VIDEO STREAMING IMAGES OF STATE HIGHWAYS
USING EQUIPMENT PROVIDED BY THE COMMONWEALTH OF PENNSYLVANIA.**

WHEREAS, Upper Dublin Township (Township) deems it to be in the public interest to participate in a program promulgated by the Pennsylvania Department of Highways (PaDOT) which will enable the Upper Dublin Police Department to receive streaming video of images from video cameras erected and maintained by PaDOT along state highways; and

WHEREAS, the PaDOT has agreed to install fiber optic cable to the Township police department and to install equipment in the police department to provide for video images taken along state highways to be displayed; and

WHEREAS, the Township will have the obligation hereafter to maintain the equipment and cable installed on Township property until such time as it is removed and to maintain records of such maintenance; and

WHEREAS, the Township will use software applications in conjunction with the equipment and has been presented with a form of license agreement by PaDOT for the use of this software.

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

1. The Township hereby confirms its willingness and desire to participate in a video sharing program with the Pennsylvania Department of Transportation to enable the Upper Dublin Township Police Department to receive video images captured by PaDOT video cameras installed by PaDOT along state highways and distributed to the Police Department through fiber optic cable installed by PaDOT.

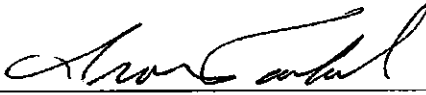
2. The Township agrees to maintain the video sharing equipment installed on Township property until such time as the equipment is removed or replaced and to maintain records of such maintenance.

3. The Township agrees to abide by a licensing agreement with PaDOT for the use of software integral to the video sharing equipment.

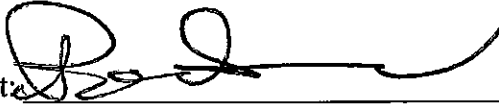
4. The proper officers of the Township are authorized to enter into the video sharing agreement and the license agreement with PaDOT upon the review and approval of the form of these agreements by the Township Solicitor.

ADOPTED this *9th* day of *October*, 2012.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



Ira S. Tackel, President

Attest: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 12-2120

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
TO APPROVE THE CONSTRUCTION OF A SANITARY
SEWER SYSTEM BY THE BUCKS COUNTY WATER AND
SEWER AUTHORITY IN, ALONG, AND ADJACENT TO
BAUMAN DRIVE AND HANOVER PLACE**

WHEREAS, in accordance with the Municipality Authorities Act, the Bucks County Water and Sewer Authority has the authority to establish and construct sanitary sewer systems for the collection, conveyance, and treatment of sewage in Upper Dublin Township, and has requested the approval of the Township for one such project; and

WHEREAS, the Bucks County Sewer and Water Authority owns and operates the sanitary sewer collection system in Upper Dublin Township; and

WHEREAS, certain areas and properties along and adjacent to Bauman Drive and Hanover Place do not have adequate public sanitary sewer service; and

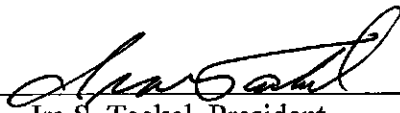
WHEREAS, it is deemed to be in the best interest of the residents of Upper Dublin Township and the health and welfare of the community to arrange for public sanitary sewer facilities to be constructed and installed to provide public sanitary sewer service wherever possible.

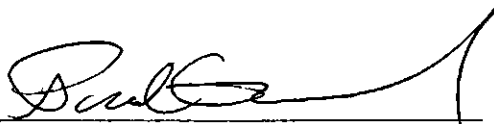
NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, hereby approves the Bucks County Water and Sewer Authority's plans to construct a public sanitary sewer collection system in, along and adjacent to Bauman Drive and Hanover Place and including up to fifteen lateral connections to adjacent properties with frontage on Bauman Drive and Hanover Place, Upper Dublin Township, Montgomery County, Pennsylvania, the said construction cost for which estimated to be Two

Hundred Seventy-Five Thousand Dollars (\$275,000.00) together with reasonable engineering, legal and administrative fees may be assessed against the properties benefited, improved, and served by the said public sanitary sewer system.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 13th day of November, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION

NO. 12-2121

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING ACQUISITION OF PROPERTY INTERESTS
AT 1716 NORTH LIMEKILN PIKE, MONTGOMERY
COUNTY TAX PARCEL NO. 54-00-10030-005, THROUGH
EMINENT DOMAIN FOR THE UPPER DUBLIN TOWNSHIP
RAPP RUN AND PINE RUN FLOOD RETARDING
STRUCTURES PROJECT**

WHEREAS, The Township of Upper Dublin (the "Township") has experienced flooding within the 500 acre area in and surrounding the sixty-five building Fort Washington Office Park which was developed in the 1950s and 1960s before public policy regulating stormwater and flood plain management was fully developed; and

WHEREAS, the Pine Run and Rapp Run watersheds and the areas in and around the Fort Washington Office Park consistently experience severe flooding during regular storm events, which has resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Federal Emergency Management Agency has paid flood insurance claims totaling \$11.2 million as a result of flooding in the Fort Washington Office Park, and property owners in the Office Park have appealed real estate tax assessments resulting in a \$250,000 annual decrease in revenues to local government; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on May 12, 2009, the Board of Commissioners of the Township of Upper Dublin (the "Board of Commissioners") authorized the Township to enter into a contract with URS Corporation for the design of the Project; and

WHEREAS, on May 11, 2010, the Board of Commissioners authorized the Township to request an H2O PA Grant under Act 63 of 2008 from the Commonwealth Financing Authority ("CFA") to be used for the Project; and

WHEREAS, the Township has invested approximately \$1.2 million in engineering and planning work on the Project to qualify for the H2O PA Grant; and

WHEREAS, by letter to the Township dated March 5, 2012, CFA confirmed the approval of a \$11,808,913.00 H2O Grant for eligible Project costs incurred by the Township between May 27, 2009 and June 30, 2014; and

WHEREAS, to implement the Project, the Township must acquire certain property interests, including but not limited to, occasional flowage easements to accommodate water that might be detained by the Project along the Rapp Run and Pine Run, and the Township must enter into contracts for the construction and management of the Project; and

WHEREAS, by Resolution No. 12-2112 dated June 12, 2012 the Board of Commissioners authorized the appropriate officers of the Township to acquire property interests through negotiation in lieu of condemnation, to prepare and advertise contracts for Board of Commissioners approval, and to take such other actions as may be necessary to implement the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project and to otherwise carry out the intent of the resolution; and

WHEREAS, the Township has not been successful in acquiring all necessary property interests for the Project through negotiation and must now resort to exercising the power of

eminent domain to acquire the property interests necessary to permit implementation of the Project.

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

1. The Township authorizes the acquisition of the following property interests in Upper Dublin Township by eminent domain or by agreement in lieu of condemnation:

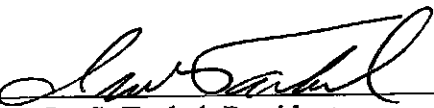
<u>Property</u>	<u>Owner</u>	<u>Property Interest Required</u>
Pine Run Parcel 9 1716 North Limekiln Pike Parcel No. 54-00-10030-005	Dresher Woods Corp Dresher Woods Condominium Association	Occasional Flowage Easement; Temporary Construction Easement; Fee Simple Title (portion of property)

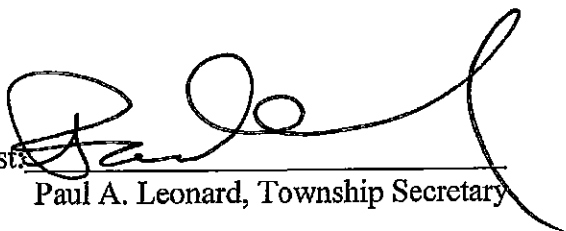
2. The Township Manager is hereby authorized to execute Declarations of Taking on behalf of the Township of Upper Dublin pursuant to the provisions of the Eminent Domain Code and the First Class Township Code to effectuate the condemnations, to enter into such bond as may be necessary by law, or to otherwise enter into agreements of sale for the aforementioned property interests.

3. The Solicitor for the Township of Upper Dublin is hereby authorized to prepare and file such Declarations of Taking as may be required by law, and to notify the owners of the same, and to pursue such proceedings and prepare such documents as will accomplish the acquisition of the aforementioned property interests and the establishment of just compensation due to the owners, and to prepare agreements necessary to acquire the property interests, and to take all other necessary actions for the Township to acquire the property interests.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners
of the Township of Upper Dublin this 13th day of November, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION

NO. 12-2122

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING ACQUISITION OF PROPERTY INTERESTS AT 1435 DRESHERTOWN ROAD, MONTGOMERY COUNTY TAX PARCEL NO. 54-00-05785-008, THROUGH EMINENT DOMAIN FOR THE UPPER DUBLIN TOWNSHIP RAPP RUN AND PINE RUN FLOOD RETARDING STRUCTURES PROJECT

WHEREAS, The Township of Upper Dublin (the "Township") has experienced flooding within the 500 acre area in and surrounding the sixty-five building Fort Washington Office Park which was developed in the 1950s and 1960s before public policy regulating stormwater and flood plain management was fully developed; and

WHEREAS, the Pine Run and Rapp Run watersheds and the areas in and around the Fort Washington Office Park consistently experience severe flooding during regular storm events, which has resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Federal Emergency Management Agency has paid flood insurance claims totaling \$11.2 million as a result of flooding in the Fort Washington Office Park, and property owners in the Office Park have appealed real estate tax assessments resulting in a \$250,000 annual decrease in revenues to local government; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on May 12, 2009, the Board of Commissioners of the Township of Upper Dublin (the "Board of Commissioners") authorized the Township to enter into a contract with URS Corporation for the design of the Project; and

WHEREAS, on May 11, 2010, the Board of Commissioners authorized the Township to request an H2O PA Grant under Act 63 of 2008 from the Commonwealth Financing Authority ("CFA") to be used for the Project; and

WHEREAS, the Township has invested approximately \$1.2 million in engineering and planning work on the Project to qualify for the H2O PA Grant; and

WHEREAS, by letter to the Township dated March 5, 2012, CFA confirmed the approval of a \$11,808,913.00 H2O Grant for eligible Project costs incurred by the Township between May 27, 2009 and June 30, 2014; and

WHEREAS, to implement the Project, the Township must acquire certain property interests, including but not limited to, occasional flowage easements to accommodate water that might be detained by the Project along the Rapp Run and Pine Run, and the Township must enter into contracts for the construction and management of the Project; and

WHEREAS, by Resolution No. 12-2112 dated June 12, 2012 the Board of Commissioners authorized the appropriate officers of the Township to acquire property interests through negotiation in lieu of condemnation, to prepare and advertise contracts for Board of Commissioners approval, and to take such other actions as may be necessary to implement the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project and to otherwise carry out the intent of the resolution; and

WHEREAS, the Township has not been successful in acquiring all necessary property interests for the Project through negotiation and must now resort to exercising the power of

eminent domain to acquire the property interests necessary to permit implementation of the Project.

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

1. The Township authorizes the acquisition of the following property interests in Upper Dublin Township by eminent domain or by agreement in lieu of condemnation:

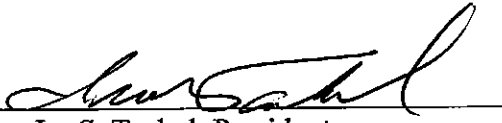
<u>Property</u>	<u>Owner</u>	<u>Property Interest Required</u>
Pine Run Parcel 4 1435 Dreshertown Road Parcel No. 54-00-05785-008	Omar P. Bounds III Doris Arner-Bounds	Occasional Flowage Easement; Temporary Construction Easement

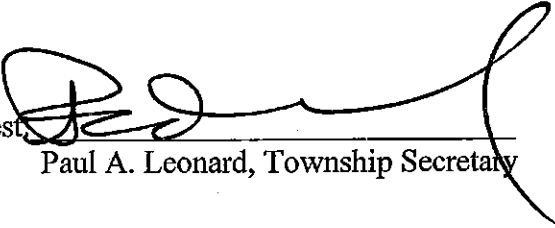
2. The Township Manager is hereby authorized to execute Declarations of Taking on behalf of the Township of Upper Dublin pursuant to the provisions of the Eminent Domain Code and the First Class Township Code to effectuate the condemnations, to enter into such bond as may be necessary by law, or to otherwise enter into agreements of sale for the aforementioned property interests.

3. The Solicitor for the Township of Upper Dublin is hereby authorized to prepare and file such Declarations of Taking as may be required by law, and to notify the owners of the same, and to pursue such proceedings and prepare such documents as will accomplish the acquisition of the aforementioned property interests and the establishment of just compensation due to the owners, and to prepare agreements necessary to acquire the property interests, and to take all other necessary actions for the Township to acquire the property interests.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 13th day of November, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION

NO. 12-2123

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING ACQUISITION OF REAL ESTATE
IDENTIFIED AS 1417 DRESHERTOWN ROAD,
MONTGOMERY COUNTY PARCEL NO. 54-00-05176-00-8.**

WHEREAS, The Township of Upper Dublin (the "Township"), in order to promote the health, safety and welfare of the public, desires to acquire certain property interests within the Pine Run watershed for public works and/or public access; and

WHEREAS, to further its intended public purposes within the Pine Run watershed, the Township desires to acquire fee simple title to the entire property identified as 1417 Dreshertown Road, Montgomery County Tax Parcel No. 54-00-05176-00-8, consisting of 3.38 acres of land with improvements situated thereon, the title to which is held by Russell Widman ("Widman Property"); and

WHEREAS, Russell Widman has expressed the intent to sell the Widman Property to the Township for a price of Three Hundred Thousand Dollars (\$300,000.00) subject to certain terms and conditions of an agreement of sale.


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

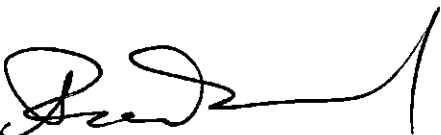
1. The Township's acquisition of fee simple title to the Widman Property for a price not to exceed Three Hundred Thousand Dollars (\$300,000.00) is hereby authorized.
2. The Township Manager is hereby authorized to negotiate an agreement of sale for the acquisition of the Widman Property subject to the provisions of this resolution, and to take other necessary actions for the Township to acquire the Widman Property.

3. The Township Solicitor is hereby authorized to prepare and file such documents as will accomplish the acquisition of the Widman Property subject to the provisions of this resolution, and to take other necessary actions for the Township to acquire the Widman Property.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 13th day of November, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION

NO. 12-2124

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING ACQUISITION OF PROPERTY INTERESTS
AT 1401 DRESHERTOWN ROAD, MONTGOMERY
COUNTY TAX PARCEL NO. 54-00-05167-008, THROUGH
EMINENT DOMAIN FOR THE UPPER DUBLIN TOWNSHIP
RAPP RUN AND PINE RUN FLOOD RETARDING
STRUCTURES PROJECT**

WHEREAS, The Township of Upper Dublin (the "Township") has experienced flooding within the 500 acre area in and surrounding the sixty-five building Fort Washington Office Park which was developed in the 1950s and 1960s before public policy regulating stormwater and flood plain management was fully developed; and

WHEREAS, the Pine Run and Rapp Run watersheds and the areas in and around the Fort Washington Office Park consistently experience severe flooding during regular storm events, which has resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Federal Emergency Management Agency has paid flood insurance claims totaling \$11.2 million as a result of flooding in the Fort Washington Office Park, and property owners in the Office Park have appealed real estate tax assessments resulting in a \$250,000 annual decrease in revenues to local government; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on May 12, 2009, the Board of Commissioners of the Township of Upper Dublin (the "Board of Commissioners") authorized the Township to enter into a contract with URS Corporation for the design of the Project; and

WHEREAS, on May 11, 2010, the Board of Commissioners authorized the Township to request an H2O PA Grant under Act 63 of 2008 from the Commonwealth Financing Authority ("CFA") to be used for the Project; and

WHEREAS, the Township has invested approximately \$1.2 million in engineering and planning work on the Project to qualify for the H2O PA Grant; and

WHEREAS, by letter to the Township dated March 5, 2012, CFA confirmed the approval of a \$11,808,913.00 H2O Grant for eligible Project costs incurred by the Township between May 27, 2009 and June 30, 2014; and

WHEREAS, to implement the Project, the Township must acquire certain property interests, including but not limited to, occasional flowage easements to accommodate water that might be detained by the Project along the Rapp Run and Pine Run, and the Township must enter into contracts for the construction and management of the Project; and

WHEREAS, by Resolution No. 12-2112 dated June 12, 2012 the Board of Commissioners authorized the appropriate officers of the Township to acquire property interests through negotiation in lieu of condemnation, to prepare and advertise contracts for Board of Commissioners approval, and to take such other actions as may be necessary to implement the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project and to otherwise carry out the intent of the resolution; and

WHEREAS, the Township has not been successful in acquiring all necessary property interests for the Project through negotiation and must now resort to exercising the power of

eminent domain to acquire the property interests necessary to permit implementation of the Project.

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

1. The Township authorizes the acquisition of the following property interests in Upper Dublin Township by eminent domain or by agreement in lieu of condemnation:


<u>Property</u>	<u>Owner</u>	<u>Property Interest Required</u>
Pine Run Parcel 1 1401 Dreshertown Road Parcel No. 54-00-05167-008	Condor Fort Washington Real Estate LLP	Fee Simple Title (portion of property); Temporary Construction Easement; Permanent Structure Easement


2. The Township Manager is hereby authorized to execute Declarations of Taking on behalf of the Township of Upper Dublin pursuant to the provisions of the Eminent Domain Code and the First Class Township Code to effectuate the condemnations, to enter into such bond as may be necessary by law, or to otherwise enter into agreements of sale for the aforementioned property interests.

3. The Solicitor for the Township of Upper Dublin is hereby authorized to prepare and file such Declarations of Taking as may be required by law, and to notify the owners of the same, and to pursue such proceedings and prepare such documents as will accomplish the acquisition of the aforementioned property interests and the establishment of just compensation due to the owners, and to prepare agreements necessary to acquire the property interests, and to take all other necessary actions for the Township to acquire the property interests.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners
of the Township of Upper Dublin this 13th day of November, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

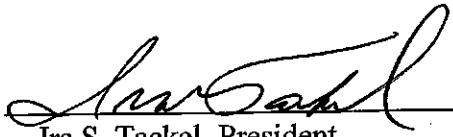
RESOLUTION NO. 12-2125

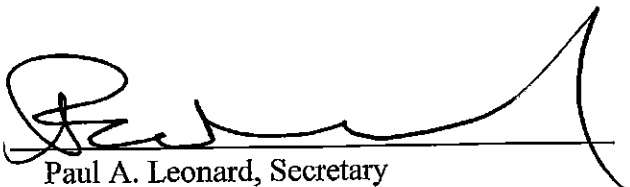
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined.

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No.8 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 13th day of November, 2012 at a regular stated meeting of the Board of Commissioners.

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Secretary

AMENDMENT NO. 8

**RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP**

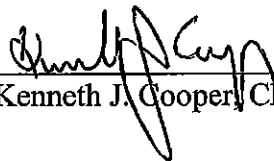
In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on December 13, 2011, the Civil Service Commission hereby proposes the following amended regulations:

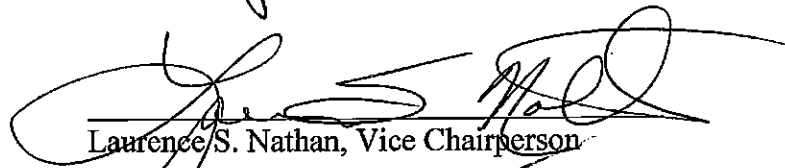
1. Article IX. Certification and Appointments, Section 906. Probationary Period, shall be amended in its entirety, as follows:

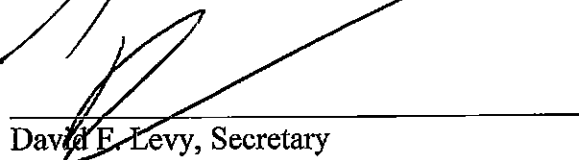
Section 906. Probationary Period.

Every successful applicant appointed to the position of patrol officer or to a promotional position with the Police Department shall serve a twelve (12) month Probationary Period. For newly hired patrol officers, the one (1) year Probationary Period shall not commence until after the officer has completed training under the Municipal Police Education and Training Act, Act 177 of 1996, formerly known as Act 120 of 1974, or any successor Act, and receives a certification number. During the Probationary Period, a newly hired officer may only be dismissed for the reasons set forth in Section 310. A promoted officer, during probation, may be returned to a prior rank only for the reasons set forth in Section 310. However, at the end of the twelve (12) month Probationary Period, if the conduct of the probationer has not been satisfactory to the Board of Commissioners, the probationer shall be notified in writing that the appointment will not be permanent. At that time, a newly hired officer's employment shall end, and a promoted officer shall return to a previous rank. Any officer who is not informed in writing that his performance has been unsatisfactory shall receive a permanent appointment to the new position. Any probationer who is notified in writing that his appointment will not be made permanent has no right of appeal under these Rules.

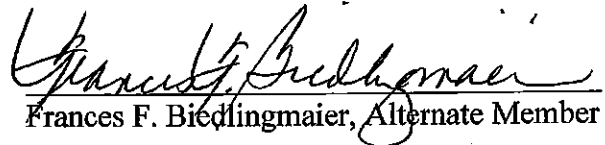
Approved by a majority of the Commission this 23rd day of
October, 2012 at a special meeting of the Commission:


Kenneth J. Cooper, Chairperson


Laurence S. Nathan, Vice Chairperson


David E. Levy, Secretary

David M. Bricker, Alternate Member


Frances F. Biedlingmaier, Alternate Member

RESOLUTION

NO. 12-2126

THE TOWNSHIP OF UPPER DUBLIN RESOLVES TO ADVERTISE FOR BIDS FOR THE PURCHASE OF THE TWIFORD HOUSE SITUATED AT 1255 FORT WASHINGTON AVENUE, FORT WASHINGTON, UPPER DUBLIN TOWNSHIP, BEING MONTGOMERY COUNTY TAX PARCEL NO. 54-00-06631-00-2

WHEREAS, the Township of Upper Dublin (hereinafter referred to as the "Township") owns the property situated at 1255 Fort Washington Avenue, Fort Washington, Pennsylvania, consisting of 41,070 square feet of land improved with a single-family residential dwelling known as the Twiford House, and being Montgomery County Tax Parcel No. 54-00-06631-00-2 (the land and the Twiford House collectively referred to herein as the "Property"); and

WHEREAS, the Property was acquired by the Township of Upper Dublin in 2008 as part of a larger parcel of land and was subsequently formed in its present configuration through the subdivision of the said larger parcel of land to create two separate lots, one lot for a new firehouse and one lot that is now the Property; and

WHEREAS, the Twiford House is unoccupied and has not been occupied by the Township for any purpose other than incidental storage since it was acquired by the Township for the sole purpose of obtaining land from the parcel on which the Twiford House was situated in 2008 for the new firehouse.

WHEREAS, the Township has determined that the Property, including the Twiford House, is surplus and that it is not in the Township's interest to continue to own and maintain the Property, including the Twiford House; and

WHEREAS, the Township has determined it is in the best interests of the Township and its residents to sell the Property, including the Twiford House, to the highest bidder for the purchase of the Property subject to the Township reserving a right of first refusal to reacquire the Property should a future owner of the Property receive a bona fide offer to purchase the Property; and

WHEREAS, the Township reserves the right to reject any and all bids that it receives for the Property through either a competitive sealed bid or public auction process, and to accept a bid, waiving any and all technicalities; and

WHEREAS, the Township intends to enter into an agreement of sale for the Property with the person submitting the highest responsive bid.

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

1. The Township incorporates by reference the above recitation as if fully set forth herein.
2. The advertisement for the sale of the Property identified as 1255 Fort Washington Avenue, Fort Washington, consisting of 41,070 square feet of land improved with a single-family residential dwelling known as the Twiford House, and being Montgomery County Tax Parcel No. 54-00-06631-00-2 (the "Property"), to the highest bidder through either a competitive sealed bid or public auction process as permitted by the provisions of the corporate powers of the Township under Section 1501 of the First Class Township Code, 53 P.S. § 56501, is hereby authorized.
3. The appropriate officers of the Township are authorized to take such actions as may be necessary to carry out the intent of this Resolution, including advertising the sale of the

Property either through a sealed written bid process or by public auction pursuant to the First Class Township Code.

4. Bids and an agreement of sale for the purchase of the Property must refer to and be based upon the terms and conditions set forth in this Resolution and contain provisions acknowledging that use and development of the Property must comply with the Code of the Township of Upper Dublin and all applicable federal and state laws and regulations.

5. The Property is to be sold "as is," without further physical improvement by the Township.

6. The decision to accept a bid that complies with the terms of this Resolution shall be made by public announcement at the next regular or special meeting of the Board of Commissioners following the date of bid opening or public auction.

7. Settlement shall take place no later than sixty (60) days from the date of acceptance of a bid by the Board of Commissioners, and an agreement of sale prepared by the Township Solicitor must be entered into within fifteen (15) days of the Commissioners' decision to accept a bid.

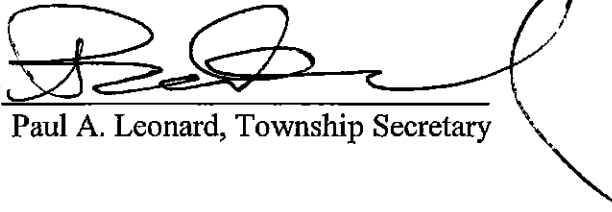
8. The Board of Commissioners shall have the authority to reject any and all bids that are not responsive to this Resolution and any bid documents.

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THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners
of the Township of Upper Dublin this 13th of NOVEMBER, 2012.

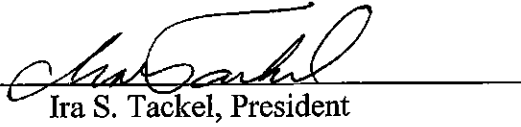
TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:



Paul A. Leonard, Township Secretary

By:



Ira S. Tackel, President

RESOLUTION NO. 12-2127

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2013.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2013 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 2013 budget was advertised as required by law and made available for public inspection on November 7, 2012, and,


WHEREAS, the proposed 2013 budget was advertised as required by law and was presented and amended at public hearings on November 7, 2012, December 1, 2012, and December 4, 2012, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2013;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2013.

ADOPTED this 11th day of December 2012.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Ira S. Tackel, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 12-2128

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING ACQUISITION OF PROPERTY INTERESTS AT 1417 DRESHERTOWN ROAD, MONTGOMERY COUNTY PARCEL NO. 54-00-05176-00-8, THROUGH EMINENT DOMAIN FOR THE UPPER DUBLIN TOWNSHIP RAPP RUN AND PINE RUN FLOOD RETARDING STRUCTURES PROJECT

WHEREAS, The Township of Upper Dublin (the "Township") has experienced flooding within the 500 acre area in and surrounding the sixty-five building Fort Washington Office Park which was developed in the 1950s and 1960s before public policy regulating stormwater and flood plain management was fully developed; and

WHEREAS, the Pine Run and Rapp Run watersheds and the areas in and around the Fort Washington Office Park consistently experience severe flooding during regular storm events, which has resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Federal Emergency Management Agency has paid flood insurance claims totaling \$11.2 million as a result of flooding in the Fort Washington Office Park, and property owners in the Office Park have appealed real estate tax assessments resulting in a \$250,000 annual decrease in revenues to local government; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on May 12, 2009, the Board of Commissioners of the Township of Upper Dublin (the "Board of Commissioners") authorized the Township to enter into a contract with URS Corporation for the design of the Project; and

WHEREAS, on May 11, 2010, the Board of Commissioners authorized the Township to request an H2O PA Grant under Act 63 of 2008 from the Commonwealth Financing Authority ("CFA") to be used for the Project; and

WHEREAS, the Township has invested approximately \$1.2 million in engineering and planning work on the Project to qualify for the H2O PA Grant; and

WHEREAS, by letter to the Township dated March 5, 2012, CFA confirmed the approval of a \$11,808,913.00 H2O Grant for eligible Project costs incurred by the Township between May 27, 2009 and June 30, 2014; and

WHEREAS, to implement the Project, the Township must acquire certain property interests, including but not limited to, occasional flowage easements to accommodate water that might be detained by the Project along the Rapp Run and Pine Run, and the Township must enter into contracts for the construction and management of the Project; and

WHEREAS, by Resolution No. 12-2112 dated June 12, 2012 the Board of Commissioners authorized the appropriate officers of the Township to acquire property interests through negotiation in lieu of condemnation, to prepare and advertise contracts for Board of Commissioners approval, and to take such other actions as may be necessary to implement the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project and to otherwise carry out the intent of the resolution; and

WHEREAS, the Township has not been successful in acquiring all necessary property interests for the Project through negotiation and must now resort to exercising the power of

eminent domain to acquire the property interests necessary to permit implementation of the Project.

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

1. The Township authorizes the acquisition of the following property interests in Upper Dublin Township by eminent domain or by agreement in lieu of condemnation:

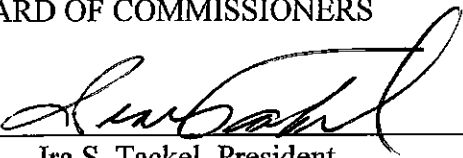
<u>Property</u>	<u>Owner</u>	<u>Property Interest Required</u>
Pine Run Parcel 2 1417 Dreshertown Road Parcel No. 54-00-05176-00-8	Russell Widman	Fee Simple Title

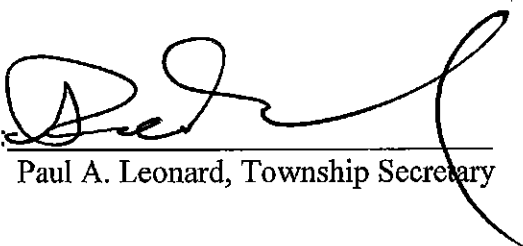
2. The Township Manager is hereby authorized to execute Declarations of Taking on behalf of the Township of Upper Dublin pursuant to the provisions of the Eminent Domain Code and the First Class Township Code to effectuate the condemnations, to enter into such bond as may be necessary by law, or to otherwise enter into agreements of sale for the aforementioned property interests.

3. The Solicitor for the Township of Upper Dublin is hereby authorized to prepare and file such Declarations of Taking as may be required by law, and to notify the owners of the same, and to pursue such proceedings and prepare such documents as will accomplish the acquisition of the aforementioned property interests and the establishment of just compensation due to the owners, and to prepare agreements necessary to acquire the property interests, and to take all other necessary actions for the Township to acquire the property interests.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners
of the Township of Upper Dublin this 11th day of December, 2012.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION

NO. 13-2129

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN DECLARING THE PROPERTY AT 456 RENFREW AVENUE TO BE A PUBLIC NUISANCE AND IMMINENT HAZARD; AND ORDERING THE CORRECTION AND/OR ABATEMENT OF SAID PUBLIC NUISANCE AND IMMINENT HAZARD; AND AUTHORIZING THE USE OF TOWNSHIP FUNDS OR TOWNSHIP PERSONNEL TO ACCOMPLISH SAID CORRECTION AND/OR ABATEMENT; AND AUTHORIZING THE COST THEREOF TO BE CHARGED TO THE PROPERTY OWNER, SAID COST TO BE COLLECTED BY LIEN OR OTHER METHODS AS MAY BE AUTHORIZED BY LAW

WHEREAS, the Code Enforcement Officer of the Township of Upper Dublin has found the property at 456 Renfrew Avenue, Upper Dublin Township, Pennsylvania 19002 ("the Subject Property") to lack proper maintenance; and

WHEREAS, the Code Enforcement Officer has obtained and executed an administrative warrant, MD 92-12 (the "Warrant"), to enter and inspect the Subject Property for Construction Code and Property Maintenance Code violations; and

WHEREAS, the Code Enforcement Officer, having inspected the Subject Property on November 28, 2012, has determined that the Subject Property is unfit for human occupancy because of numerous property maintenance deficiencies, including a deteriorating roof and consequent interior water damage and pervasive interior mold, photographs of which are attached hereto as Exhibit "A"; and

WHEREAS, the Code Enforcement Officer has determined that the roof of the Subject Property is in such disrepair that it is structurally unsound and in danger of imminent collapse; and

WHEREAS, collapse of the Subject Property's roof not only endangers occupants of and visitors to the Subject Property, but also endangers occupants of and visitors to the adjoining property at 454 Renfrew Avenue, said adjoining property being physically attached to and a twin of the Subject Property; and

WHEREAS, the owner of the Subject Property is identified through the Montgomery County Recorder of Deeds and Board of Assessments as Janet M. Mazzeo of 456 Renfrew Avenue, Ambler, Pennsylvania 19002 ("Owner"); and

WHEREAS, the Code Enforcement Officer has made repeated attempts to contact the Owner of the Subject Property to direct Owner to make the necessary repairs to the Subject Property, but has had no success in making such contact; and

WHEREAS, the Owner has not responded to or acknowledged any of the notices, letters, or other correspondence from the Township or the Code Enforcement Officer; and

WHEREAS, the Code Enforcement Officer has contacted the daughter of the Owner, Krista Mazzeo, who has informed the Code Enforcement Officer that she has little to no contact with her mother, does not know her mother's whereabouts, and is concerned about her mother's well-being but has no legal interest in the Subject Property and no legal authority to act on behalf of her mother, the Owner; and

WHEREAS, Krista Mazzeo has sought the assistance of the Township Police Department in locating her mother, the Owner, who is presumed to be alive and somewhere about Montgomery County, but there has been no success in locating the Owner; and

WHEREAS, the Upper Dublin Township Code, Chapter 180, Property Maintenance, and the International Property Maintenance Code as adopted by the Township, authorizes the Township Board of Commissioners to declare property maintenance violations to constitute public nuisances and/or hazards and to order such violations, nuisances and hazards to be abated through the use of Township funds or Township personnel with the cost thereof to be charged to the property owner; and

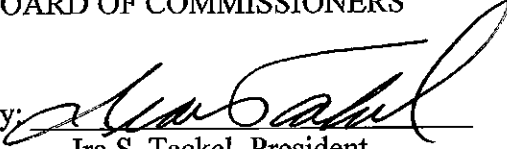
WHEREAS, the Code Enforcement Officer has received two cost estimates for the replacement of the roof on the Subject Property, one estimate in the amount of \$6,500.00 and one estimate in the amount of \$4,800.00.

NOW, THEREFORE, in consideration of the public health, safety, and welfare of the Township of Upper Dublin, BE IT RESOLVED by the Board as follows:

1. The deteriorated condition of the roof of 456 Renfrew Avenue is a violation of Chapter 180, Property Maintenance, of the Code of the Township of Upper Dublin.
2. The deteriorated condition of the roof of 456 Renfrew Avenue constitutes a public nuisance and imminent hazard which must be corrected and/or abated.
3. The Owner of 456 Renfrew shall take action to correct the violation and abate the public nuisance and hazard within ten (10) days of the date of this Resolution. Such action must constitute a good faith effort to correct the violation and nuisance.
4. If the Owner does not take action and make a good faith effort to correct the violation and abate the public nuisance and hazard within ten (10) days of this Resolution, the use of Township funds and/or Township personnel to correct the violation and abate the public nuisance and hazard is authorized at a cost not to exceed \$9,000.00, and with the cost to be charged to the Owner.
5. A copy of this Resolution shall be delivered to the Owner via certified mail and posted on the Subject Property.

RESOLVED, this 8th day of January 2013, at a meeting of the Board of Commissioners.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

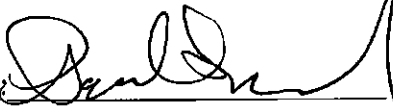
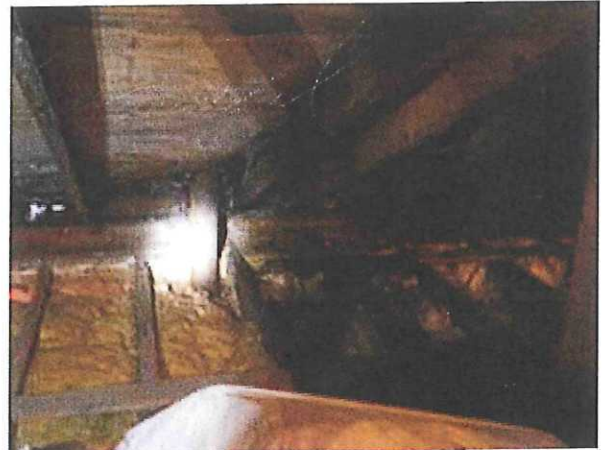
Attest: 
Paul A. Leonard, Secretary

Exhibit "A"
Interior Water Damage and Mold
456 Renfrew Avenue
Upper Dublin Township, Pennsylvania



11_28_2012_Warrant_Search 104



11_28_2012_Warrant_Search 105



11_28_2012_Warrant_Search 065



11_28_2012_Warrant_Search 068



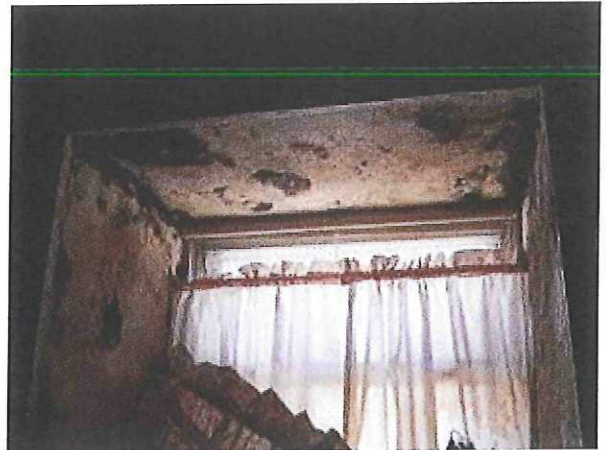
11_28_2012_Warrant_Search 069



11_28_2012_Warrant_Search 084



11_28_2012_Warrant_Search 087



11_28_2012_Warrant_Search 089



11_28_2012_Warrant_Search 090



11_28_2012_Warrant_Search 092



11_28_2012_Warrant_Search 103



11_28_2012_Warrant_Search 127

RESOLUTION

NO. 13-2130

**RESOLUTION APPROVING SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

WHEREAS, Peter F. Penna and Peter Penna (the "Pennas"), the Township, and certain Township officials (Paul Leonard, Jonathan Bleemer and Jeffrey Wert) (together the "Township Parties") became involved in a dispute over professional inspection and review services related to the subdivision and development of a property located at 222 Bethlehem Pike in Upper Dublin Township which resulted in a lawsuit in the Montgomery County Court of Common Pleas, captioned "Peter F. Penna, et al. v. Upper Dublin Township, et al., Montgomery County C.C.P. No: 2005-20924 ("the "Litigation"); and

WHEREAS, in the Litigation Pennas disputed the reasonableness, legitimacy, necessity and validity of certain charges for professional inspection and review services some of which had been paid on behalf of the Pennas and some of which remained unpaid; and

WHEREAS, the Township has maintained that all of the fees charged are reasonable, necessary and legitimate; and

WHEREAS, the Pennas, having made a claims for intentional torts are now willing to withdraw those claims with prejudice; and

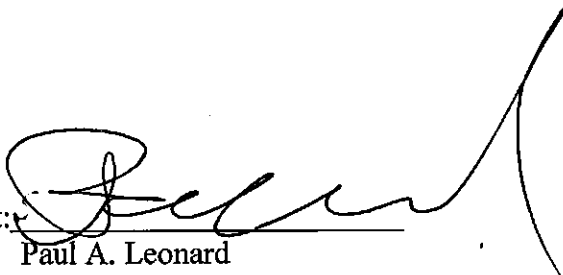
WHEREAS, the parties hereto are desirous of resolving the remainder of the above-referenced claims in order to avoid the cost and expense associated with proceeding with the Litigation by an exchange of mutual releases not involving the payment of monies; and

WHEREAS, the Parties have reduced their agreement to writing, in the form of the attached "Settlement Agreement and Mutual Release."

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin that, upon recommendation of counsel for the Township, the attached Settlement Agreement and Mutual Release is approved and the Township solicitor is authorized to take action as necessary to submit the Agreement to the Court for approval and prepare and file such other documents as necessary to terminate the Litigation.

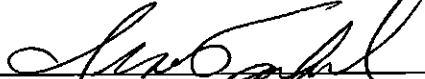
DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 12th day of February, 2013.

Attest:



Paul A. Leonard
Township Secretary

TOWNSHIP OF UPPER DUBLIN



By: Ira S. Tackel, President
Board of Commissioners

PETER F. PENNA and
PETER PENNA
470 Ambler Road
Fort Washington PA 19034
Plaintiff,

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, PA

v

NO 10-32845

UPPER DUBLIN TOWNSHIP, METZ
ENGINEERS, PAUL LEONARD, JONATHAN
BLEEMER, and JEFFREY A. WERT, P.E.
Defendants

CONSENT ORDER

AND NOW, this 20th of FEB. 2013, in consideration of the claims asserted herein, and the Settlement Agreement and Mutual Release among the parties ("Settlement Agreement"), it is hereby ORDERED that

1 The Settlement Agreement attached hereto as Exhibit "1" is APPROVED as an Order of Court

2 The claims asserted by Plaintiffs for Fraud (Count II) and Conspiracy (Count III) are withdrawn and hereby dismissed with prejudice

3 The prothonotary shall mark the remaining claims as settled, discontinued and ended

BY THE COURT:

Bernard A. Moore
J.



2010-32845-0044
2/22/2013 10:33:33 AM
Order
Receipt # Z1755646 Fee \$0.00
Mark Levy - Montgomery County Prothonotary

SCAN 3 03/03/2013

EXHIBIT "1"

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (hereinafter referred to as this "Agreement") is entered into as of this 12th day of February, 2013, by and between **PETER F. PENNA** and **PETER PENNA** (hereinafter referred to as "Pennas") and **UPPER DUBLIN TOWNSHIP** ("Upper Dublin), **HERBERT H. METZ, INC. t/a METZ ENGINEERS** ("Metz") and **PAUL LEONARD** ("Leonard"), **JONATHAN BLEEMER** ("Bleemer") and **JEFFREY A. WERT, P.E.** ("Wert"), in their individual and official capacities (Upper Dublin, Metz, Leonard, Bleemer and Wert are hereinafter collectively referred to as "Township Parties")

BACKGROUND:

WHEREAS, upon application, Pennas were granted land development approval on April 11, 2006, by the Upper Dublin Board of Commissioners to subdivide and develop the property located at 222 Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"), subject to certain conditions including but not limited to the widening of Ambler Road and compliance with certain storm water and erosion and sediment control measures, ("Project")

WHEREAS, Wert on behalf of Metz as Township Engineer performed inspection and engineer review services related to the Project, and submitted bills to the Township for inspection and engineer review services to be reimbursed by Pennas

WHEREAS, a portion of the bills were reimbursed by Pennas and a portion of the bills were not reimbursed by the Pennas

WHEREAS, Upper Dublin filed a lien in the amount of \$15,000 ("Lien") against one of

the subdivided lots in the Project (470 Ambler Road) to secure Pennas' reimbursement of outstanding inspection and review fees in exchange for Upper Dublin's release of the performance bond associated with the Project.

WHEREAS, by letter dated January 22, 2010, Upper Dublin informed the Pennas that the Pennas completed all punchlist items related to the Project

WHEREAS, a dispute ("Dispute") has arisen between the Pennas and the Township Parties regarding, *inter alia*, the reasonableness, legitimacy, necessity and validity of the amounts charged by Metz for the services performed relating to the project

WHEREAS, as a result of the Dispute, on November 9, 2010, the Pennas filed a lawsuit against the Township Parties, captioned *Peter F Penna, et al, v Upper Dublin Township, et al*, Montgomery County Court of Common Pleas, Docket No 10-32845 ("Lawsuit").

WHEREAS, the Township Parties maintains that all of the fees are reasonable, necessary and legitimate and on April 16, 2012, Upper Dublin filed a counterclaim against Pennas for \$18,915 in unreimbursed inspection and review fees

WHEREAS, the Township Parties are not willing to settle any claims for intentional torts, but the Parties to this Agreement (hereinafter referred to individually as a "Party" and together as the "Parties") are desirous of resolving the above-referenced litigation, including, *inter alia*, any and all of their disputes that were, or could have been, set forth, in the Complaint, Amended Complaint, or Counter Claim arising from the Dispute, including the satisfaction of the Lien, so as to avoid the significant additional costs that would be incurred if the Parties were to move forward with the above-referenced litigation

WHEREAS, the Parties have agreed to resolve the Dispute, including the claims set forth in the Lawsuit, in exchange for mutual releases and other consideration as set forth below

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows, effective upon approval by the Court.

TERMS

1 Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement as if more fully set forth herein at length

2 Withdraw of Intentional Tort Claims In consideration of the foregoing, effective upon the Court’s approval of all of the terms set forth herein, Pennas hereby withdraw all claims for intentional torts against the Township Parties, with prejudice

3 Satisfaction of Lien Within ten (10) days from the date that this Agreement is approved as an Order of Court, the Township will take all appropriate action to mark the Lien satisfied

4 Release by Pennas of Township Parties Subject to the provisions of paragraph 5, 6, 8 and 9 below, the Pennas for itself/himself/themselves, and their respective agents, employees, heirs, beneficiaries, personal representatives, executors, affiliates, predecessors, successors and assigns (hereinafter referred to as “Pennas and Related Parties”), and subject to the performance of the duties of the Township Parties hereunder, hereby irrevocably and unconditionally forever release, remise, acquit and discharge the Township Parties and all of their present, former and future agents, employees, heirs, beneficiaries, personal representatives, executors, estates, affiliates, officers, directors, commissioners, members, managers, parent and subsidiary entities, predecessors, successors and assigns (hereinafter referred to as “Township and Related Parties”), from and against any and all debts, sums, accounts, obligations, losses,

costs, controversies, suits, actions, causes of action, liabilities, judgments, damages, expenses, claims, or demands, in law or equity, asserted or un-asserted, expressed or implied, foreseen or unforeseen, known or unknown, liquidated or non-liquidated, of any kind, nature or description, arising at any time from the beginning of time to the date of this Agreement, which Pennas and Related Persons ever had, or now have, or which they hereinafter can, shall or may have against the Township and Related Persons arising from or in any manner relating to, the Dispute, the Lien or the claims asserted, or which could have been asserted, in the Lawsuit

5 Release by Township Parties Subject to the provisions of paragraph 5, 6, 8 and 9 below, the Township and Related Parties, subject to the performance of the duties of the Pennas hereunder, hereby irrevocably and unconditionally forever release, remise, acquit and discharge the Pennas and Related Parties, from and against any and all debts, sums, accounts, obligations, losses, costs, controversies, suits, actions, causes of action, liabilities, judgments, damages, expenses, claims, or demands, in law or equity, asserted or un-asserted, expressed or implied, foreseen or unforeseen, known or unknown, liquidated or non-liquidated, of any kind, nature or description, arising at any time from the beginning of time to the date of this Agreement, which the Township and Related Persons ever had, or now have, or which they hereinafter can, shall or may have against the Pennas and Related Persons arising from or in any manner relating to the Dispute, the Lien or the claims asserted, or which could have been asserted, in the Lawsuit

6 Mutual Non-Disparagement The Parties agree that they shall not, in any communications, or in any other manner whatsoever, be they written or oral, criticize, demean, ostracize, ridicule and/or make any statement which is disparaging and/or derogatory of any other Party, Parties and/or any affiliate(s) of any of the Parties, or any of his, its and/or their respective directors, officers, employees, agents, shareholders, members, and/or associated

entities or any other associated persons, relating to the Project, the Property, the Dispute and the claims set forth in the Lawsuit. More specifically, neither party shall state or imply that the actions of the opposing Parties were in any way fraudulent or in bad faith. If asked by any third party about the substance of the Litigation or the subject of the Litigation, said Party shall respond only that the matter was resolved. Notwithstanding the foregoing, this provision shall be limited to communications relating to the Project, the Property, the Dispute and the claims set forth in the Lawsuit, and shall not prohibit the parties from communicating freely about any other topic or issue.

7 Limitation on Releases Notwithstanding anything to the contrary contained herein, the foregoing releases in paragraphs 3 and 4 of this Agreement shall not be construed to be a release or discharge of any duties or obligations arising under, and/or any claims or causes of action for any breach of, this Agreement, and the Parties retain the right to seek enforcement of this Agreement and/or damages (including, inter alia, the costs and expenses set forth in paragraph 9 of this Agreement) for any breach hereof.

In addition, this release does not interfere with Upper Dublin's obligations and ability to enforce its zoning ordinances, land development ordinances, or conditions of land development approval associated with the Project.

8 Costs and Expenses Incurred in the Litigation Each Party shall bear their own costs and expenses associated with litigating the underlying dispute that led to this Agreement.

9 Costs and Expenses Incurred in Enforcement The prevailing Party in any action for breach of this Agreement, or any action for enforcement of this Agreement, shall be entitled to the payment, by the non-prevailing Party, of all reasonable costs, expenses and attorney's fees incurred in connection with any such actions.

10 Court Approval and Jurisdiction The Parties agree that this Agreement shall be submitted to the Court to be approved as an Order of Court in the Lawsuit in the form of the Consent Order attached hereto as Exhibit "A" In the event the Court refuses to enter the Consent Order, this Agreement shall be null and void, unless agreed to in writing by the Parties to the contrary The Court shall retain jurisdiction of this matter regarding enforcement of this settlement agreement

11 Binding Effect All of the terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, personal representatives, successors, affiliates and permitted assigns

12 Governing Law This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without consideration of its choice of law provisions

13 Warranty of Signatory Each of the signatories to this Agreement represents and warrants that he, she and/or it has the authority to enter into this Agreement and, if applicable, to bind his, her and/or its principal to the terms hereof Upper Dublin further represents and warrants that the terms of this Agreement were approved by a majority vote of the Upper Dublin Board of Commissioners at a valid meeting

14 Entire Agreement This Agreement contains the entire agreement and understanding by and between the Parties hereto with regard to the matters set forth herein, and supersedes any prior or contemporaneous oral or written agreement or understanding by and between them with respect to the matters contained herein

15 Confirmation of Release of Claims By the signatures below, each of the Parties represents and acknowledges that he/she/it understands that this Agreement constitutes a final

and complete release of claims as set forth herein against the other/others, regardless of their character, including, *inter alia*, any possible claims which might arise or which might be discovered in the future for actions which occurred prior to the date of this Agreement

16 Voluntary Agreement Each of the Parties and signatories to this Agreement acknowledges that he/she/it has thoroughly read and reviewed its terms and provisions and is familiar with same, that the terms and provisions contained herein are clearly understood by him/her/it, and that he/she/it has fully and unconditionally consented to those terms and provisions. Each of the Parties and signatories to this Agreement further acknowledge that he/she/it has had the full benefit and advice of legal counsel of his/her/its own selection, or the opportunity to obtain the benefit and advice of legal counsel of his/her/its own selection, in regard to understanding the terms, meaning and affect of this Agreement, and that this Agreement has been entered into by him/her/it freely, voluntarily, with knowledge and without duress. The language of this Agreement shall not be construed in favor of or against any of the Parties hereto.

17 No Assignment Each of the Parties to this Agreement hereby represents and warrants that he/she/it has not heretofore assigned or transferred (whether voluntary or by operation of law) or purported to assign or transfer, to any individual or entity, any claim released herein, or the right to any payments referenced herein or released hereby.

18 Severability In the event that any one or more of the provisions of this Agreement shall be declared to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity or the enforceability of any other provisions of this Agreement, and any such illegal or unenforceable provision shall be construed as limited to the minimum extent possible to cure said illegality or invalidity.

19 Counterparts It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all such counterparts, taken together, shall constitute one and the same unified agreement.

20 No Admission of Liability It is understood and agreed that this Agreement is a compromise of disputed claims, and that this Agreement is not, and shall not be construed as, an admission of liability on the part of any Party to this Agreement, and that the Parties intend, by this Agreement, to merely avoid the time, expense and uncertainty of further litigation

21 Covenant Not to Sue Each Party to this Agreement covenants and agrees not to institute or assert any litigation, claim or legal proceeding of any kind or nature, against any other Party to this Agreement, regarding the claims and defenses that were or could have been set forth in the above-referenced litigation, except to enforce the terms of this Agreement, as contemplated by paragraphs 7 and 9 above

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[Signature page to SETTLEMENT AGREEMENT AND MUTUAL RELEASE]

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals the day, month and year first above written

PETER F. PENNA
Date: _____, 2013

PETER PENNA
Date _____, 2013

UPPER DUBLIN TOWNSHIP
By: PAUL A. LEONARD
Title: TOWNSHIP MANAGER
Date: 1-29, 2013

HERBERT H. METZ, INC. t/a
METZ ENGINEERS
By: [Signature]
Title: VP
Date: 1/29/13, 2013

[Signature]
PAUL LEONARD
Date: 1/29/13, 2013

[Signature]
JONATHAN BLEEMER
Date: 1-29, 2013

[Signature]
JEFFREY A. WERT, P.E.
Date _____, 2013

[Signature]
GILBERT R. HIGH, JR
RICHARD C. SOKORAI
Attorneys for Upper Dublin Township,
Metz Engineers, Paul Leonard, Jonathan
Bleemer and Jeffrey A. Wert, P.E. in their
official capacities
Date: 2/12/13, 2013

[Signature]
DANIEL R. UTAIN
Attorney for Peter F. Penna and Peter Penna

[Signature]
HARRY G. MAHONEY
Attorney for Paul Leonard, Jonathan
Bleemer and Jeffrey A. Wert, in their
individual capacities

Date: 2/19/13, 2013

Date _____, 2013

[Signature page to SETTLEMENT AGREEMENT AND MUTUAL RELEASE]

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals the day,

month and year first above written

Peter F Penna
PETER F PENNA

Date January 22, 2013

UPPER DUBLIN TOWNSHIP

By _____
Title _____
Date, _____, 2013

PAUL LEONARD
Date, _____, 2013

JEFFREY A WERT, P E
Date _____, 2013

DANIEL R UTAIN
Attorney for Peter F Penna and Peter Penna
Date _____, 2013

Peter Penna
PETER PENNA

Date January 22, 2013

HERBERT H METZ, INC *va*
METZ ENGINEERS

By _____
Title _____
Date _____, 2013

JONATHAN BLEEMER
Date _____, 2013

GILBERT P HIGH, JR
RICHARD C SOKDRAI
Attorneys for Upper Dublin Township,
Metz Engineers, Paul Leonard, Jonathan
Bleemer and Jeffrey A Wert, P E in their
official capacities
Date _____, 2013

HARRY G MAHONEY
HARRY G MAHONEY
Attorney for Paul Leonard, Jonathan
Bleemer and Jeffrey A Wert, in their
individual capacities
Date 2/12/13, 2013

KAPLIN STEWART MELOFF REITER & STEIN, P C

By Daniel R Utain, Esquire

ID No 85619

910 Harvest Drive

P O Box 3037

Blue Bell, PA 19422-0765

(610) 260-6000

Attorneys for Plaintiff

PETER F PENNA and

PETER PENNA

470 Ambler Road

Fort Washington, PA 19034

Plaintiff,

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, PA

v.

NO 10-32845

UPPER DUBLIN TOWNSHIP, METZ

ENGINEERS, PAUL LEONARD, JONATHAN

BLEEMER, and JEFFREY A WERT, P E

Defendants

CONSENT ORDER

AND NOW, this _____ day of _____ 201__, in consideration of the claims asserted herein, and the Settlement Agreement and Mutual Release among the parties ("Settlement Agreement"), it is hereby ORDERED that:

1. The Settlement Agreement attached hereto as Exhibit "1" is APPROVED as an Order of Court
2. The claims asserted by Plaintiffs for Fraud (Count II) and Conspiracy (Count III) are withdrawn and hereby dismissed with prejudice
3. The prothonotary shall mark the remaining claims as settled, discontinued and ended

BY THE COURT

J

RESOLUTION NO: 13-2131

PEMA-DAP-2

DESIGNATION OF AGENT RESOLUTION

FOR: FEMA-4099-DR-PA
(Enter Name of Disaster or Number)

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

THAT Gregory R. Breyer, Director of Fire Services
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Upper Dublin Township, Montgomery County,
(Public Entity) (County)

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 February, 2013.

<u>Ira S. Tackel</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Ronald P. Feldman</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>JOHN R. MINEHART</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Stanley J. Ropski</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Sharon L. Damsker</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)

CERTIFICATION

I, Paul A. Leonard, duly appointed and Secretary
(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 February, 2013
(Public Entity)

[Signature] Secretary 2/12/13
(Signature) (Official Position) (Date)

RESOLUTION NO. 13-2132

RESOLUTION ADOPTING THE 2012 MONTGOMERY COUNTY
HAZARD MITIGATION PLAN

WHEREAS, hazards including flooding periodically threaten the safety of people and result in property damage in Upper Dublin Township; and

WHEREAS, the vulnerability of Upper Dublin Township to some hazard events may be reduced through various mitigation measures; and

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5165, enacted under paragraph 104 of the Disaster Mitigation Act of 2000, provides new approaches to mitigation planning and requires local government to prepare and adopt mitigation plans as a condition for receiving certain federal disaster grant and loans and to update these plans each five years; and

WHEREAS, a Montgomery County Hazard Mitigation Plan was prepared in 2007 and adopted by the county and Upper Dublin Township; and

WHEREAS, the 2012 hazard mitigation plan has been prepared by the Montgomery County Planning Commission and Public Safety Department in accordance with appropriate federal guidelines established in accordance with the Stafford; and

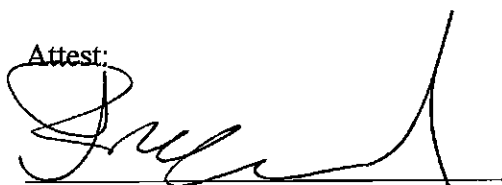
WHEREAS, the public and Upper Dublin Township in the county was given an opportunity to fully participate in the preparation of the 2012 Montgomery County Hazard Mitigation Plan; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby adopts the 2012 Montgomery County Hazard Mitigation Plan; and

BE IT FURTHER RESOLVED, that Paul A. Leonard is directed to formally submit a copy of this resolution to Montgomery County to be transmitted to Pennsylvania Emergency Management Agency (PEMA) and Federal Emergency Management Agency (FEMA) to enable the plan's final approval.

ADOPTED this 12th day of February, 2013.

Attest:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


Ira S. Tackel, President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 13-2133

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, 2013 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 12th day of February, A.D. 2013.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Ira S. Tackel, President


RESOLUTION NO. 13-2134

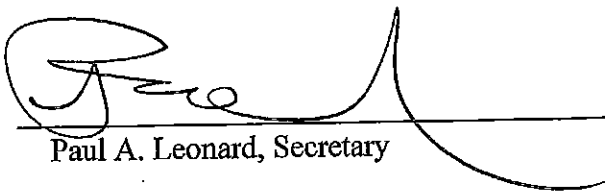
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

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.9 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 12th day of February, 2013 at a regular stated meeting of the Board of Commissioners.

By: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Secretary


AMENDMENT NO. 9

**RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP**

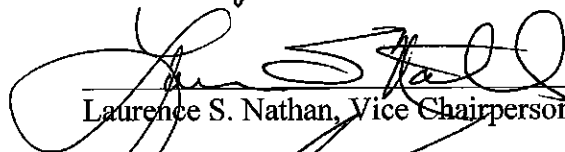
In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on December 13, 2011, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 701. Examinations for Police Positions, A. Examination for the Position of Patrol Officer. (3) Physical Agility Test. B. requiring an applicant to swim 100 feet in 60 seconds using any stroke desired to pass this test shall be deleted in its entirety.

Approved by a majority of the Commission this 17th day of January, 2013, at a special meeting of the Commission:



Kenneth J. Cooper, Chairperson



Laurence S. Nathan, Vice Chairperson



David F. Levy, Secretary

David M. Bricker, Alternate Member

Frances F. Biedlingmaier, Alternate Member

RESOLUTION

NO. 13-2135

**RESOLUTION TO APPROVE UPPER DUBLIN TOWNSHIP'S
PARTICIPATION IN THE MONTOMGERY COUNTY 2013
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Upper Dublin Township seeks to participate in the 2013 Program Year from the Montgomery County Community Development Block Grant Program (CDBG Program); and

WHEREAS, the Department of Housing and Urban Development has requested that the Township certify through this resolution it's commitment to adhere to the requirements of the CDBG Program should it's participation be approved; and

WHEREAS, the Board of Commissioners has been presented by Montgomery County with an application form for various projects (hereinafter the "Projects") within the Township (hereinafter the "Application") which it desires hereby to approve for execution.

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

1. The Township hereby confirms its willingness and desire to implement the Projects in accordance with the provisions of the Application, including all understandings and assurances contained therein and hereby authorizes the President of the Board of Commissioners to act in connection with the Application and to provide such additional information as may be required.

2. The Township agrees to expend CDBG Program Funds pursuant to the guidelines as specified in the Application, set forth as follows:

a. Access to Information

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

b. Conflict of Interest

The Township certifies that no persons described as an employee,

agent, consultant, officer, or elected official or appointed official of the governing body, or of any designated public agencies, or Subrecipients which are receiving funds under a Subrecipient Agreement, who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant Activities, HOME Activities or Emergency Shelter Activities assisted under a Subrecipient Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

c. Nondiscrimination

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

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended (20 USC "1681-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC '794), which prohibits discrimination on the basis of handicaps;
- (d) the Age discrimination Act of 1975, as amended (42 USC " 6101-6107), which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) " 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act of 1968 (42 USC '3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (i) any other nondiscrimination provisions in the specific statute(s) under

which application for Federal assistance is being made;

(j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

d. Equal Opportunity

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

e. Fair Housing

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

f. Uniform Relocation Assistance

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

g. Hatch Act

The Township assures that it will comply with the provisions of the Hatch Act (5 USC " 1501-1508 and 7324-7328) which limit the political

activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

h. Labor Standards

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

i. Environmental Clearance

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

j. Release of Funds

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

k. Environmental Standards

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

- (i) institution of environmental quality control measures under the Nation Environmental Policy act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (ii) notification of violating facilities pursuant to EO 11738;
- (iii) protection of wetlands pursuant to EO 11990;
- (iv) evaluation of flood hazards in floodplain in accordance with EO 11988;
- (v) assurance of project consistency with the approved State management program developed un the Coastal Zone Management Act of 1972 (16 USC "

1451 et seq.);

(vi) conformity of Federal actions to State (Clear Air) Implementation Plan under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC ' 7401 et seq.);

(vii) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and

(viii) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

l. Historic Preservation

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

m. Lead-Based Paint

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

n. Financial Requirements

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

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

o. Procurement

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

p. Other Program Requirements

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

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

q. Lobbying

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

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

r. Drug-Free Workplace

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

(i) Publishing a statement notifying employees that the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an ongoing drug-free awareness program to inform employees about -

- (a) The dangers of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency in writing, within ten calendar days, after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate

agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

3. The Board of Commissioners certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

4. The Board of Commissioners has adopted and is enforcing:

(i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(ii) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

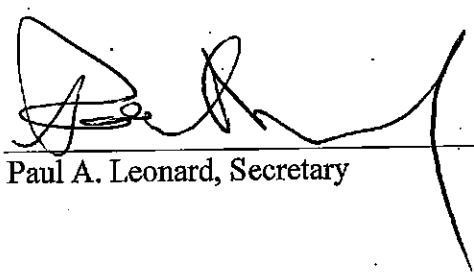
The Board of Commissioners may, at its discretion, submit to Montgomery County a written request for additional monies, should they be needed for the Projects, or for other qualifying undertakings. Such request will be considered and approved at the sole discretion of the Montgomery County Commissioners and shall be considered as addenda to this Application. All work done with CDBG grant monies will be within Upper Dublin Township.

ADOPTED this 2nd day of April, 2013.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

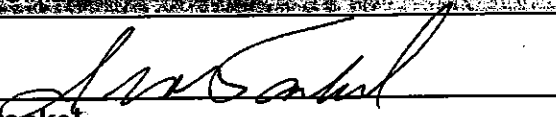

Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

All work will be performed within Upper Dublin Township, Montgomery County, PA on Bannockburn Avenue, between Church Street and Bethlehem Pike, Renfrew Avenue, between Bannockburn Avenue and Trinity Place, and on Trinity Place between Highland Avenue and Renfrew Avenue.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
 Ira Tackel	President, Board of Commissioners
APPLICANT ORGANIZATION	DATE SUBMITTED
Upper Dublin Township	April 4, 2013

**SOURCES AND USES:
Municipal Construction Project**

1) Municipality Name **Upper Dublin Township**

2) Project Name **Ambler Highlands Improvements**

3) Chief Elected Official of Applicant/Authority Chairperson
(Name, Title, Address, Zip Code, Phone)
**IRA Tackel, President BOC
Upper Dublin Township
801 Lock Alsh Avenue
Ft. Washington, PA 19034**

4) Contact Person (Name, Title, Address, Zip Code)
**Paul A. Leonard, Township Manager
Upper Dublin Township
801 Lock Alsh Avenue
Ft. Washington, PA 19034**

5) SOURCE OF FUNDS	AMOUNT	FUNDING STATUS
A. County Funds Requested	\$521,417.88	
B. Sources of Match	NOTE: For Municipal construction projects CDBG will reimburse up to 100% of the total construction costs. Municipality will pay any engineering costs as matching funds.	
1. Township General Fund	\$156,425.37	Secured <input type="checkbox"/> Pending <input type="checkbox"/> Date Secured _____ Date Applied _____
2.		Secured <input type="checkbox"/> Pending <input type="checkbox"/> Date Secured _____ Date Applied _____
3.		Secured <input type="checkbox"/> Pending <input type="checkbox"/> Date Secured _____ Date Applied _____
4.		Secured <input type="checkbox"/> Pending <input type="checkbox"/> Date Secured _____ Date Applied _____
C. Total Match Funds (Sum of lines B1 to B4 above)	\$156,425.37	NOTE: Must provide copies of commitment letters for each match source indicated as secured.
TOTAL SOURCES OF FUNDS (Sum of lines A and C above)	\$677,843.25	

6) USES	AMOUNT	COMMENTS/ADDITIONAL INFORMATION
Acquisition Costs		
Architectural/Engineering	\$156,425.37	
Construction Costs	\$521,417.88	
Reconstruction Costs		
Rehabilitation Costs		
Legal/Soft Costs		
Other (Explain)		
TOTAL	\$677,843.25	

To the best of my knowledge and belief, data in the proposal are true and correct, submission of the proposal has been duly authorized by the governing body, and the governing body has agreed to execute required certifications, statements of assurances and contracts if selected by MCH&CD to do so.

IRA Tackel, President BOC

Signature

CEO/Chairperson/President

4/2/13

Date


RESOLUTION NO: 13-2136

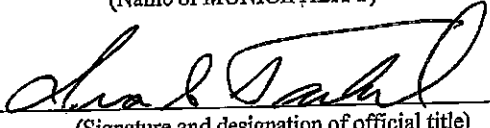
BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

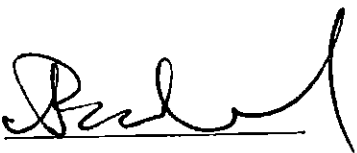

(Signature and designation of official title)
Paul A. Leonard, Secretary

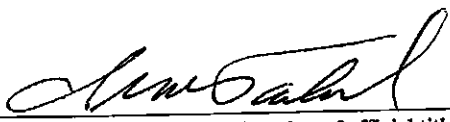
Upper Dublin Township
(Name of MUNICIPALITY)
By: 
(Signature and designation of official title)
Ira S. Tackel, President

I, IRA S. TACKEL, PRESIDENT
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 14TH day of May, 2013
(Name of governing body)

DATE: 


(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034
Municipal Phone Number : 610-643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday - Thursday 8:00 AM - 5:00 PM

B - Application Description

Location (intersection) : Limekiln Pike (S.R. 0152) and Bell Lane
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : _____
Type of Device (select one) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (if applicable) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :
New traffic control signalization due to existing traffic volumes.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input checked="" type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL A. LEONARD

Date : MAY 22, 2013

Signed By : [Signature]

Witness or Attest: [Signature]

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester: ASST. TOWNSHIP MANAGER

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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
- Traffic Signal Communications
- Traffic Signal Systems

- 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
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



Application Instructions

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (Intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device Is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 25 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

eGrants Grants Online	RESOLUTION PAGE	COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants
DCNR-2013-C2P2-16	Application Information (*Indicates required information)	
Applicant Legal Name:* Upper Dublin Township		Web Application ID:* 1006892
Project Title:* Twining Valley Land Use Evaluation Study		

WHEREAS, Upper Dublin Township

("Applicant") desires to undertake the following project

Twining Valley Land Use Evaluation Study; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

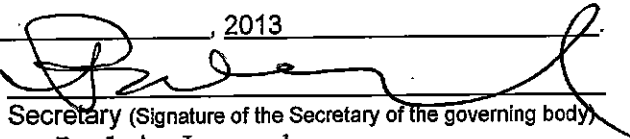
1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of President.
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Upper Dublin Board of Commissioners

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 9th day of April, 2013


Secretary (Signature of the Secretary of the governing body)
Paul A. Leonard

DCNR USE ONLY

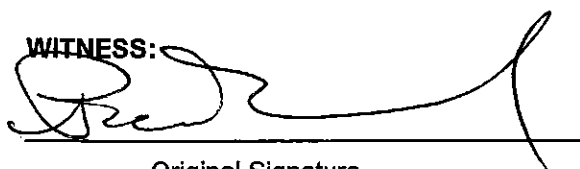
Project Number: _____

DCNR-2013-C2P2-17	Application Information (*Indicates required information)	
Applicant Legal Name:* Upper Dublin Township		Web Application ID:* 1006892
Project Title:* Twining Valley Land Use Evaluation Study		

Legal Name of Applicant/Grantee

Upper Dublin Township

Federal Employer Identification No. 23-6003042

WITNESS:

Original Signature

GRANTEE:

Original Signature

DATE: April 9, 2013 Ira S. Tackel
(typed or printed)

TITLE: President, Board of Commissioners

DATE: April 9, 2013

DCNR USE ONLY

Project Number: _____

RESOLUTION

NO. 13-2138

WHEREAS, the Township has received an application for a permit to demolish a Class II Historic Resource located at 316 Madison Avenue, Fort Washington, the Historic Resource being commonly referred to as the Old Fort Washington Elementary School; and

WHEREAS, pursuant to § 73-2(K) of the Upper Dublin Township Code the application was submitted to the Upper Dublin Historic Commission, which reviewed the application, provided the Applicant the opportunity to present his reasons for filing the application at a meeting called for that purpose, and thereafter submitted it recommendations to the Board of Commissioners in the form of a report recommending:

- (a) That the demolition application should be delayed for a period of 90 days in order to give the Historical Commission the opportunity to engage in discussions with the Applicant about alternatives to demolition, or, alternatively, should the Board of Commissioners determine that the Applicant has satisfied the requirements to warrant granting the application;
- (b) That the Applicant fully document the historic resource in accordance with the Pennsylvania Historical & Museum Commission guidelines, including existing and measured floor plans, interior and exterior elevations to scale, surveys and photographs; and

WHEREAS, the Historical Commission has received a letter from the Applicant declining to provide the documentation requested, but agreeing to make the building available to the Historical Commission to secure this information itself; and

WHEREAS, the Township has documented the historic character of the building through photographs recently secured in cooperation with the Applicant; and

WHEREAS, the ninety day delay period running from January 17, 2013 to April 17, 2013, has expired.

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

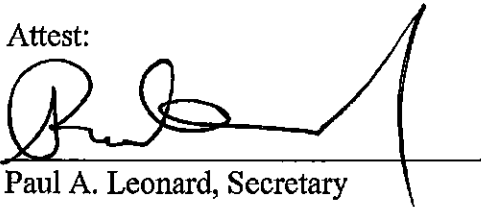
- (1) The application to demolish the Historic Resource at 316 Madison Avenue, Fort Washington shall issue.
- (2) Pursuant to the Agreement of Sale between Upper Dublin Township and the Applicant, the Applicant shall, in the process of demolition, deliver possession to the Township of the date stone on the Prospective Avenue façade of Building A and the building name stone on the Madison Avenue façade of Building B. Applicant shall also deliver to Upper Dublin Township any time capsule, historic

documents or records, or other artifacts placed or which otherwise exist with the walls or other cavities of Building A and Building B and take reasonable measures to recover and protect such artifacts upon discovery.

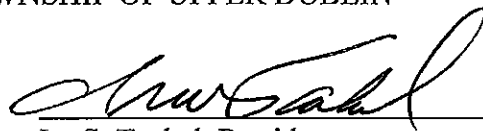
RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 14th day of May, 2013.

TOWNSHIP OF UPPER DUBLIN

Attest:


Paul A. Leonard, Secretary

By:


Ira S. Tackel, President


RESOLUTION NO: 13-2139

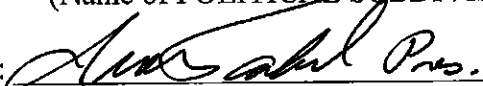
BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Township of Upper Dublin, Montgomery County, and it
(Name of POLITICAL SUBDIVISION)

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

said POLITICAL SUBDIVISION be authorized and directed to sign the attached Automated Red Light Enforcement Program Project Funding Agreement on its behalf.

ATTEST:


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

Upper Dublin Township
(Name of POLITICAL SUBDIVISION)
By: 
(Signature and designation of official title)
Ira S. Tackel, President


I, Ira S. Tackel, President
(Name) (Official title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and POLITICAL SUBDIVISION)

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

Board of Commissioners, held the 9th day of July, 2013.
(Name of governing body)

DATE: 7/9/2013


(Signature and designation of official title)
Ira S. Tackel, President

EFFECTIVE DATE _____

AGREEMENT NO. 164435

(Department will insert)

COUNTY Montgomery

FID NO. 23-6003042

SPONSOR Upper Dublin Township

SAP VENDOR NO. 139085

MPMS NO. _____

AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT FUNDING
AGREEMENT—INDIVIDUAL PROJECTS

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

the Township of Upper Dublin, Montgomery County, of the Commonwealth of Pennsylvania, acting through its proper officials (“SPONSOR”).

WITNESSETH:

WHEREAS, Section 3116(*l*)(2) of the Vehicle Code, 75 Pa. C.S. 3116(*l*)(2), relating to automated red light enforcement systems in first class cities, provides that fines imposed for

violation of this section, after deduction of operation and maintenance costs, shall be remitted to the DEPARTMENT for deposit into the Motor License Fund; and,

WHEREAS, Section 3116(l)(2) of the Vehicle Code, 75 Pa. C.S. 3116(l)(2), provides further that the DEPARTMENT shall use the fines to develop, by regulation, an Automated Red Light Transportation Enhancements Grant Program ("Program"); and,

WHEREAS, 67 Pa. Code Chapter 233 contains the DEPARTMENT regulations setting forth the requirements, criteria and procedures applicable to projects funded through the Program; and,

WHEREAS, the Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund; and,

WHEREAS, the Program is distinct and separate from the federally-funded Transportation Enhancements Program administered by the DEPARTMENT; and,

WHEREAS, local governments, planning organizations and Commonwealth agencies are eligible to serve as sponsors for projects funded through the Program; and,

WHEREAS, the projects eligible for funding are those that improve highway safety and mobility and reduce congestion; and,

WHEREAS, the DEPARTMENT may or may not fully fund the entire cost of a project approved for participation in the Program; and, even though matching funds are not required, the SPONSOR will be financially responsible for any costs not covered by state funding; and,

WHEREAS, the DEPARTMENT, following review of the SPONSOR's application ("Application"), which is incorporated by reference as though physically attached to this Agreement, has selected its project, more fully described below in Paragraph 2 ("Project") and as

further described in its Application, for participation in the Program and has extended an offer of funding to it; and,

WHEREAS, the SPONSOR has signified its willingness to participate in the Program by accepting the offer; entering into this Agreement; and proceeding with the Project in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties, intending to be legally bound, agree to the following:

1. RECITALS

The recitals set forth above are incorporated by reference as a material part of this Agreement.

2. GENERAL PROVISIONS

- (a) The SPONSOR, subject to the payment procedures set forth in this Agreement, shall participate in the design and construction of the improvements constituting the Project at the following location in accordance with plans, policies, procedures and specifications prepared and/or approved by the DEPARTMENT; the conditions of this Agreement; the regulations promulgated at 67 Pa. Code Chapter 233; the document entitled "Automated Red Light Enforcement Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues – Policy," dated November 2010 and any amendments and supplements to it ("Policy Document"); and, depending upon the scope of work, the most current version of either DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended* ("Publication 9"), or DEPARTMENT Publication No. 39, *Procedures for the*

Administration of Municipal Projects(Publication 39”),both of which are incorporated into this Agreement by reference as though physically attached to it:

Type of Improvement

Installation of two new pedestrian crossings, including ADA compliant ramps, pedestrian signals with count down timers, and pedestrian push buttons.

Location

Intersection of Limekiln Pike (SR 0152) and Dillon Road / Meetinghouse Road.

- (b) The SPONSOR shall complete the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition, construction and construction inspection, as outlined in this Agreement, for each project undertaken (“Project”) in accordance with policies, procedures and specifications prepared or approved by the DEPARTMENT and the conditions of this Agreement.
- (c) The DEPARTMENT intends to allow the SPONSOR as much flexibility as possible in the performance of the Project, consistent with the regulations at 67 Pa. Code Chapter 233, the Policy Document, and the standards and criteria contained in the DEPARTMENT publications specified in Chapter 6 of the Policy Document. Furthermore, the DEPARTMENT intends to allow the Engineering District as much flexibility as possible in the administration and oversight of the Project, consistent with statute, regulation and policy, including determination of which unit or program area within the Engineering District shall exercise the administrative and oversight functions.
- (d) All changes to terms and conditions of this Agreement must be in the form of a fully executed supplemental agreement signed by the same entities that executed the original agreement.

3. DESIGN

- (a) The SPONSOR, with its own forces or by contract, shall design the Project. The design shall be in accordance with 67 Pa. Code § 233.10; the standards and criteria contained in the current versions of the DEPARTMENT publications specified in Chapter 6 of the Policy Document; and such other standards, criteria, policies and procedures as the DEPARTMENT may issue from time to time relating to projects funded by the Program. If the DEPARTMENT is providing Program funding assistance for Project design activities, Exhibit "A" attached to and made part of this Agreement will so indicate, with the estimated cost and amount of assistance. If not, the SPONSOR shall have sole financial responsibility for all design costs.

- (b) The SPONSOR shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. This obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the DEPARTMENT's request, the SPONSOR, prior to advertising and letting the Project, shall furnish the DEPARTMENT with evidence of the approvals and permits, licenses and, where necessary, approved environmental documents.

4. UTILITY, RIGHT-OF-WAY AND PUC MATTERS

If the Project involves utility relocation, right-of-way acquisition or application to the Pennsylvania Public Utility Commission ("PUC"), the SPONSOR shall proceed in accordance with the standards and criteria contained in Publication 39 and any DEPARTMENT policies, publications, manuals or other documents referenced therein or otherwise applicable to these matters.

5. AVAILABILITY OF MUNICIPAL FUNDS

- (a) The SPONSOR, by executing this Agreement, certifies that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the SPONSOR, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance and shall bear such excess costs. The SPONSOR shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The SPONSOR may use any combination of funds from its own budget and/or outside sources, whether public or private.

- (b) If the DEPARTMENT changes payment procedures to a reimbursement basis, as provided below in Subparagraphs 9(f) and (g), so that the SPONSOR is required to pay its contractors, consultants or suppliers first, or if the SPONSOR for its own reasons chooses to pay contractors, consultants or suppliers first and then seek reimbursement from the DEPARTMENT, the SPONSOR may use moneys from its Liquid Fuels Tax Fund account for the payments, subject to the following conditions:
 - (i) The activity or item shall be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocations to and expenditures from the Liquid Fuels Tax Fund account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and

 - (ii) Following reimbursement by the DEPARTMENT, the SPONSOR shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide the DEPARTMENT with documentation evidencing the repayment.

6. CONTRACT DEVELOPMENT

- (a) The SPONSOR, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates ("PS&E") and bid proposal documents required to bid the Project. Exhibit "B," attached to and made a part of this Agreement, lists the documents that may be required for the bid proposal. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of Publication 9.

- (b) The SPONSOR, upon completion, shall submit all required bid documents to the DEPARTMENT for review and approval. The DEPARTMENT shall prepare the bid proposal documents required to bid the Project. However, where the SPONSOR is allowed to handle bidding and award itself, as provided in Paragraph 7, the SPONSOR shall be responsible for preparing all bid proposal documents and submitting them to the DEPARTMENT for review and approval. The DEPARTMENT then shall issue an authorization to advertise for bids, upon:
 - (i) Approval of a right-of-way certification (if applicable);
 - (ii) Approval of a Utility Clearance Assurance Statement (if applicable);
 - (iii) Completion of the PS&E review; and
 - (iv) Satisfactory resolution of any comments.

- (c) The DEPARTMENT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents.

- (d) All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders*, and that the contractor use only DEPARTMENT-certified materials.

- (e) All bid documents shall require that the prospective bidders name the SPONSOR as an additional insured on the certificate of insurance.

7. LETTING AND AWARD

- (a) If the SPONSOR has in place procedures that the DEPARTMENT has previously approved, allowing the SPONSOR to handle the bidding and award itself, the SPONSOR shall advertise for bids, open bids and award the construction contract in its own name, in accordance with applicable state laws and requirements. Otherwise, the DEPARTMENT shall advertise for bids, open bids and award the construction contract in the name of the SPONSOR, in accordance with the same state laws and requirements. In either case, the SPONSOR shall execute the contract and issue the notice to proceed.
- (b) At the SPONSOR's option and subject to the approval of the Engineering District, the SPONSOR may request that the DEPARTMENT bid the Project on the SPONSOR's behalf electronically through the Engineering and Construction Management System ("ECMS"). In that case, after ECMS has been populated with all required bid documents, the DEPARTMENT shall advertise for bids, open bids and with the concurrence of the SPONSOR (which will indicate its concurrence electronically) award the construction contract in the name of the SPONSOR, all in accordance with DEPARTMENT Publication No. 526, *ECMS Municipal/Sponsor Guidance*. The SPONSOR shall enter into and execute the contract with the successful bidder electronically through ECMS. Following coordination with the SPONSOR, the DEPARTMENT shall issue the notice to proceed through ECMS to the contractor.

8. CONSTRUCTION INSPECTION

- (a) The SPONSOR, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT Publication No. 408, *Specifications*, and its amendments and supplements. The SPONSOR shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of Publication 9. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication 39, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the SPONSOR's inspectors. Normally at least one full-time inspector is required for each project. The DEPARTMENT will oversee the Project but will not provide these inspection services, except for inspection of work performed on state highways, which the DEPARTMENT will conduct with its own forces or by contract.
- (b) In addition to the inspection services that the SPONSOR shall provide pursuant to subparagraph (a) above, the DEPARTMENT, another agency of the Commonwealth, or both, or a person designated or authorized by the DEPARTMENT shall have the absolute right to conduct, without notice, inspections related to the Project in accordance with 67 Pa. Code § 233.12, relating to inspections. Furthermore, the DEPARTMENT shall have right to conduct additional Project-related inspections and testing as otherwise provided in the regulations.

9. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) Subject to the terms set forth in this Agreement and the requirements of 67 Pa. Code § 233.13, relating to payment procedures and in conformance with the policies adopted by the DEPARTMENT, the DEPARTMENT, from funds allocated by the General Assembly for the Program, shall make payment to the SPONSOR for the allowable construction costs of the Project. Exhibit "A" sets

forth the activities or phases being reimbursed, their estimated costs and the amount of financial assistance being provided under the Program. As provided in 67 Pa. Code § 233.9(c), relating to grant conditions, the assistance provided may or may not fully fund the entire construction costs of the Project.

- (b) The SPONSOR shall submit to the DEPARTMENT payment requests for the following items:
 - (i) Allowable costs for work performed by the SPONSOR's forces on the Project;
 - (ii) Work performed on the Project by the SPONSOR's contractor(s) or consultant(s);
 - (iii) Materials, supplies and equipment provided for the Project by vendors; and
 - (iv) Allowable costs incurred in the acquisition of right-of-way, utility relocations or both, if the Project involves these activities and Program funding assistance is being made available for them.
- (c) Payment requests shall be limited to monthly submissions and shall include actual cost documentation, consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs, satisfactory to the DEPARTMENT.
- (d) The SPONSOR is obligated to submit to the DEPARTMENT invoices from its contractor(s) and vendor(s) as it receives them, in accordance with the submission schedule set forth above, to assure prompt payment of the contractor(s) and vendor(s) for work performed and materials supplied to date.

- (e) Following review and approval of the payment request, the DEPARTMENT shall pay the SPONSOR for the DEPARTMENT's share of allowable Project costs.
- (f) The SPONSOR shall pay the DEPARTMENT's share and, to the extent that the DEPARTMENT is not fully funding the entire costs of either the Project itself or a particular phase thereof, the SPONSOR's share of these costs to its contractor(s) and vendor(s) within thirty (30) calendar days from receipt of the DEPARTMENT's payment; provided, however, that the final ten percent (10%) of the total payment shall not be paid by the SPONSOR until final inspection and approval of the Project. The SPONSOR, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. Failure to comply with this subparagraph or the requirements of Subparagraph (d) above relating to submission of invoices, shall constitute a default, and the DEPARTMENT shall have the right to change payment procedures unilaterally to a reimbursement basis. If the SPONSOR is a political subdivision, the DEPARTMENT shall have the additional right to invoke Paragraph 14 below, relating to withholding of Liquid Fuels Funds.
- (g) If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in Subparagraph (f) above, or if the SPONSOR for its own reasons proceeds on a reimbursement basis, the following procedures shall apply:
 - (i) The SPONSOR shall submit to the DEPARTMENT not more frequently than once per month its requests for reimbursement.
 - (ii) These requests shall include by way of supporting documentation verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s) or contractor(s) or vendor(s) acknowledging payment.

- (iii) After reviewing the verification concerning payment of the consultant(s) or contractor(s) or vendor(s) and material certifications and determining the payment requests to be satisfactory, the DEPARTMENT shall approve them for payment.
 - (iv) Upon approval of the requests, the DEPARTMENT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, project number, amount paid by the SPONSOR and state participation amount, together with a copy of the supporting documentation. The Office of Comptroller Operations will process these requests for payment of the state-funded portion.
 - (v) As Program funds are made available, the DEPARTMENT shall reimburse the SPONSOR for the approved charges, up to the amount of state participation.
- (h) The SPONSOR shall be responsible for all costs not paid for or reimbursed by the DEPARTMENT with Program funds, including, but not limited to the following:
- (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
 - (ii) Time delays and extensions of time or termination of construction work;
 - (iii) Interest for late payments;
 - (iv) Interest incurred by borrowing money;
 - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;

- (vi) Unforeseen utility relocation costs;
- (vii) Unforeseen costs for environmental litigation and reports; and
- (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

This provision shall not preclude the SPONSOR from modifying the scope of the Project, with the approval of the DEPARTMENT, in the event that the costs exceed the available funds.

- (i) The DEPARTMENT shall not reimburse the SPONSOR for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the SPONSOR performs any work or furnishes any materials without the DEPARTMENT's prior written approval, the SPONSOR does so at its own risk, cost and expense. The SPONSOR shall not interpret the DEPARTMENT's approval as authority to increase the maximum amount of state assistance in Subparagraph (b) above.
- (j) The SPONSOR shall be responsible for payment of inspection costs incurred by the DEPARTMENT for work on state highways. If the Project includes these inspection costs, they appear as estimates on Exhibit "A." The DEPARTMENT shall invoice the SPONSOR for the inspection costs on a monthly basis. Failure by the SPONSOR to reimburse the DEPARTMENT within thirty (30) days of receipt of the DEPARTMENT's invoice shall cause the SPONSOR to be in default of payment. In the event of such default, the DEPARTMENT may, in its sole discretion, consider the Project to be terminated, whereupon the SPONSOR shall

beobligated to reimburse all DEPARTMENT funds in accordance with Paragraph 11 below.

- (k) The SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in Subparagraph (b) above to the DEPARTMENT within one (1) year of the acceptance of the Project. If the SPONSOR fails to submit its final invoices within this one- (1-) year period, it may forfeit all remaining state financial participation in the Project.

10. RECORDS AND AUDIT REQUIREMENTS

The SPONSOR shall comply with the recordkeeping and audit requirements prescribed by 67 Pa. Code § 233.11 and as further set forth in the Policy Document and shall allow the DEPARTMENT or any other authorized representatives of the Commonwealth access to its books, documents, papers and records pertinent to this Project for purposes of audit and examination during the Project construction period and thereafter for the period specified by the regulation. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the SPONSOR shall keep, and shall require its contractor(s), to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The SPONSOR shall include in any contract into which it enters with respect to the Project a clause allowing the DEPARTMENT or any other authorized representatives of the Commonwealth access to the records of the SPONSOR's contractor or vendor for purposes of accounting and audit.

11. ABANDONMENT OR POSTPONEMENT OF PROJECT

If the SPONSOR abandons or indefinitely postpones the Project, it may terminate this Agreement by sending the DEPARTMENT a thirty- (30-) day written notice of termination, with

the understanding that, since the DEPARTMENT will not participate in any costs of a Project that is not completed and since the DEPARTMENT must be reimbursed for all costs incurred by it for the Project, the SPONSOR must reimburse the DEPARTMENT accordingly. Furthermore, the DEPARTMENT itself may consider the Project to be abandoned because of lack of activity on the Project by the SPONSOR or failure to pay its contractor(s) or consultant(s). In either case, the SPONSOR shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of (i) all state funds received by the SPONSOR for redeposit into Appropriation 244 of the Motor License Fund and (ii) all costs incurred by the DEPARTMENT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the SPONSOR.

12. MAINTENANCE AND OPERATION OF IMPROVEMENTS

A. For improvements situated within local roads and rights-of-way, the following requirements apply:

(a) The SPONSOR, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement. The SPONSOR shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The SPONSOR certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:

- (i) Periodic inspections;
- (ii) Functional review of traffic operations;
- (iii) Appropriate preventative maintenance, which shall include, where applicable, cleaning, lubricating and refurbishing of electrical equipment;
- (iv) A systematic record-keeping system; and

- (v) A means to handle the notification and implementation of emergency repairs.

As part of this required maintenance program, the SPONSOR shall establish or maintain, if it is not doing so already, a functional traffic engineering unit in conformity to Exhibit "H," attached to and made a part of this Agreement.

- (b) The existence of functioning maintenance and operation services shall not exempt the SPONSOR from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.
- (c) The SPONSOR and the DEPARTMENT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The parties further agree that the enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law of 1945, as amended, as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes.
- (d) The SPONSOR acknowledges that the DEPARTMENT may disqualify the SPONSOR from future state participation on SPONSOR-maintained projects if the SPONSOR fails to:
 - (i) Provide for the proper maintenance and operation of the completed improvements; or

- (ii) Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.
- (e) The SPONSOR agrees that the DEPARTMENT shall withhold state funds until one or both of the following (as applicable) have taken place:
 - (i) The SPONSOR has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.
 - (ii) The SPONSOR has brought the traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the DEPARTMENT.
- (f) This Agreement is without prejudice to the right of the SPONSOR to receive reimbursement for maintenance costs from any railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

B. For improvements situated within DEPARTMENT roads and rights-of-way, the DEPARTMENT, as the entity exercising authority and jurisdiction over those roads and rights-of-way, shall operate and maintain all of the completed improvements financed with Program funds as part of the state highway system, consistent with the requirements of the Vehicle Code, as amended; the State Highway Law of 1945, as amended; and Commonwealth regulations; provided, however, that the following requirements shall apply to the following specific types of improvements:

- (a) If there is any signalization, it shall be operated by the SPONSOR, pursuant to a separate traffic signal maintenance agreement between the DEPARTMENT and the SPONSOR and a traffic signal permit issued by the DEPARTMENT to the

SPONSOR. If there are official traffic-control devices other than signalization, the SPONSOR shall operate them in accordance with the approvals or authorizations issued by the DEPARTMENT to the SPONSOR.

- (b) Maintenance responsibility for curbing, sidewalks and other improvements situated beyond the curb face or curb lines shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.
- (c) Maintenance responsibility for drainage improvements shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.
- (d) The SPONSOR shall be responsible for maintenance of crosswalks. In addition, the SPONSOR shall be responsible for maintenance of the DEPARTMENT's roadway on either side of the crosswalk for such distance as the DEPARTMENT shall prescribe.

13. **SAVE HARMLESS** The SPONSOR shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

14. **WITHHOLDING OF LIQUID FUELS FUNDS (POLITICAL SUBDIVISIONS ONLY)**

If the SPONSOR is a political subdivision and it fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the SPONSOR authorizes the DEPARTMENT to withhold so much of the SPONSOR's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the SPONSOR authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

15. REQUIRED CONTRACT PROVISIONS

The parties agree, and the SPONSOR shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, antisolicitation, information and reporting provisions. The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit "C" and made a part of this Agreement. As used in this clause, the term "Contractor" means the SPONSOR.

16. CONTRACTOR INTEGRITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit "D" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

17. OFFSET PROVISION

The SPONSOR agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the SPONSOR or its subsidiaries to the Commonwealth against any payments due the SPONSOR under any contract with the Commonwealth.

18. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary state funds allocated for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT's written notice of termination to the SPONSOR specifying the reason for termination. The DEPARTMENT shall reimburse the SPONSOR for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination shall specify.

19. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Provisions Concerning the Americans with Disabilities Act*, which are attached as Exhibit "E" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

20. CONTRACTOR RESPONSIBILITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit "F" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

21. ELECTRONIC ACCESS TO ENGINEERING AND CONSTRUCTION MANAGEMENT SYSTEM

The DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, has established a program whereby political subdivisions and other entities, both public and private, are permitted to register as DEPARTMENT business partners in order to access ECMS for the purpose of electronically submitting technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects. If the SPONSOR has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner, to be authorized electronic access to ECMS for the purposes of entering information into and exchanging data with ECMS, the SPONSOR, by executing this Agreement, authorizes the DEPARTMENT to enter electronically the data necessary to register the SPONSOR as a DEPARTMENT business partner. The SPONSOR understands and acknowledges that registration as a business partner is necessary for it to receive payment for the Project. Furthermore, by becoming registered as a business partner, the SPONSOR agrees to the following conditions:

- (a) The SPONSOR is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to ECMS. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The SPONSOR is responsible for the procurement and cost of any data communications lines required to connect to ECMS. The SPONSOR is responsible for the cost of telephone lines and usage.
- (b) The SPONSOR will be permitted access to ECMS as the DEPARTMENT shall direct.
- (c) The SPONSOR shall implement appropriate security measures to insure that only authorized employees of the SPONSOR will have access to and enter data into the

System. The SPONSOR agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the SPONSOR by the DEPARTMENT. The SPONSOR agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The SPONSOR agrees to accept full responsibility for controlling the User ID codes that the SPONSOR assigns to the employees of the SPONSOR. The SPONSOR agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the SPONSOR. The SPONSOR agrees that the SPONSOR'S employees may not share User ID codes. The SPONSOR agrees to be responsible for the items submitted under one of its assigned User ID codes.

- (d) The DEPARTMENT shall make provisions for the SPONSOR to obtain initial training for ECMS. This training may not include any non-ECMS program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
- (e) The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make ECMS available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when ECMS databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.

22. AUTOMATED CLEARING HOUSE PROVISIONS

Because the DEPARTMENT will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the SPONSOR shall comply with the following provisions governing payments through ACH:

- (a) The DEPARTMENT will make payments to the SPONSOR through ACH. Within ten (10) days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH information on an ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvemu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired, to the Commonwealth of Pennsylvania's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
- (b) The SPONSOR must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the SPONSOR to properly apply the state agency's payment to the respective invoice or program.
- (c) It is the responsibility of the SPONSOR to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

23. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the SPONSOR shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “G” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the SPONSOR.

24. COMPLETION OF WORK

The SPONSOR shall complete the work under this Agreement no later than three (3) years from the effective date shown on Page 1.

25. EFFECTIVE DATE OF AGREEMENT

This Agreement and the authorizations granted in it shall not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

[Remainder of page left blank intentionally]

SAP COST CENTER 784064000

BY _____ GL ACCOUNT 6600400

for Chief Counsel Date AMOUNT \$72,572.00

BY _____
Preapproved Form: for Comptroller Operations Date
OGC Form No. 18-K-4050
Appv'd OAG 08/25/11

Contract No. 164435, is split 0%, expenditure amount of \$0 for federal funds and 100%, expenditure amount of \$72,572.00 for state funds. The related federal assistance program name and number is n/a; n/a. The state assistance program name and SAP fund is Red Light Photo Enforcement Program; 6024400001.

***SPONSOR's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

PROJECT ESTIMATED COSTS

	SPONSOR- Incurred Costs	Commonwealth- Incurred Costs	Phase Totals
Preliminary			
Engineering	\$_____	\$_____	\$_____
Final Design	\$_____	\$_____	\$_____
Utilities	\$_____	\$_____	\$_____
Right-of-Way	\$_____	\$_____	\$_____
Construction	<u>\$72,572.00</u>	\$_____	<u>\$72,572.00</u>
SUBTOTALS	<u>\$72,572.00</u>	<u>\$0</u>	<u>\$72,572.00</u>

COST SHARING (SPONSOR-Incurred Costs)

	State (100%)	SPONSOR (0%)	Phase Subtotals
Preliminary Engineering	\$_____	\$_____	\$_____
Final Design	\$_____	\$_____	\$_____

Utilities	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____
Construction	<u>\$72,572.00</u>	\$ _____	<u>\$72,572.00</u>
TOTALS	<u>\$72,572.00</u>	<u>\$0</u>	<u>\$72,572.00</u>

COST SHARING (Commonwealth-Incurred Cost)

	State (0%)	SPONSOR (0%)	Phase Subtotals
Preliminary Engineering	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____

TOTALS

\$0

\$0

\$0

State	<u>TOTAL COST</u> SPONSOR (\$0)	Total
(\$72,572.00)		(\$72,572.00)

COUNTY: Montgomery

SPONSOR: Upper Dublin Township

PROJECT NAME: Limekiln Pike and Dillon Road Pedestrian Improvements

Project Agmt. No.: 164435

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

All Original Plan Sheets
Engineer's Pre-Bid Construction Cost Estimate

B. Bid Proposal and Specifications (to prospective bidders) Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any)
Award of Contract
Anticipated Notice to Proceed Date
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Utilities
Specifications
General Contract Conditions

Attachments

Pre-bid Construction Schedule
Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

July 19, 2010

COMMONWEALTH NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each 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.
- 2.** 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.
- 3.** The Contractor and each subcontractor 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.
- 4.** The Contractor and each subcontractor 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 contracts relates.
- 5.** The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- 6.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7.** 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.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, 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 Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing

business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - 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 holding any position of management.
 - e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
 - f. “Immediate family” means a spouse and any unemancipated child.
 - g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, 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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, 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 through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

October 25, 2010

Contractor Responsibility Provisions

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 lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
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 Commonwealth 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, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental 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 Commonwealth 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 that 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 Contractor 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/> 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

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**GUIDELINES TO PREPARING
MUNICIPAL METHOD OF
MAINTENANCE OPERATION AND SERVICES**

1. The MUNICIPALITY must provide for the proper maintenance of all completed projects under its jurisdiction. To comply with this federal requirement, the MUNICIPALITY shall establish or maintain a functional traffic engineering unit throughout the design life of all projects.
2. A functional traffic engineering unit consists of, at a minimum:
 - (a) A competent and qualified traffic engineer; and
 - (b) A maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.
3. To be considered capable of effectively maintaining completed projects, the municipal maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:
 - (a) Repair and replace worn out or damaged signal equipment;
 - (b) Install new and replace damaged or obsolete traffic signs; and
 - (c) Install or replace paint and thermoplastic pavement markings.
4. The MUNICIPALITY should evaluate its present and proposed organizational charts to determine if the MUNICIPALITY is capable of providing a functional traffic engineering unit within its government. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers ("ITE"), and should be reviewed by MUNICIPALITY in evaluating their organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (*Uniform Vehicle Code and Model Traffic Ordinance*, published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.
5. If the MUNICIPALITY is unwilling or unable to provide the traffic engineering function from within its organization, the MUNICIPALITY has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

6. Functional Traffic Engineering Unit Method.

- (a) In preparing to comply with this Exhibit, the MUNICIPALITY must select one of the following methods for providing a functional traffic engineering unit:
 - (i) Municipal Traffic Engineer and Municipal Maintenance Staff;
 - (ii) Contractual Traffic Engineer and Municipal Maintenance Staff;
 - (iii) Contractual Traffic Engineer and Contractual Maintenance Staff; and
 - (iv) Municipal Traffic Engineer and Contractual Maintenance Staff.
- (b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:
 - (i) **Municipal Traffic Engineer:**
 - (1) A brief description of educational background and work experience, including length of employment as Municipal Traffic Engineer;
 - (2) A description of duties assigned and powers delegated to the Municipal Traffic Engineer under municipal ordinance; and
 - (3) A municipal organizational chart showing the Traffic Engineer's position in the hierarchy of municipal government.
 - (ii) **Municipal Maintenance Staff:**
 - (1) The number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;
 - (2) A brief description of the organization of the staff, including the length of time that it has been in existence; and
 - (3) A clear demonstration of the maintenance staff's ability to properly maintain and repair traffic signal equipment.

(iii) **Contractual Traffic Engineer.**

- (1) The MUNICIPALITY's assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and
- (2) It will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff:**

- (1) A brief description of the organization to be hired, including a history of its experience in this field;
- (2) The MUNICIPALITY's assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.

RESOLUTION

No. 13-2140

RESOLUTION AUTHORIZING THE ENTRY BY THE TOWNSHIP OF UPPER DUBLIN ONTO PROPERTIES ON CAMP HILL ROAD, DRESHERTOWN ROAD, AND SUSQUEHANNA ROAD, UPPER DUBLIN TOWNSHIP, COUNTY OF MONTGOMERY, FOR THE PURPOSE OF MAKING STUDIES, SURVEYS, TESTS, SOUNDINGS AND APPRAISALS PRIOR TO CONDEMNATION

WHEREAS, Upper Dublin Township is empowered by the Eminent Domain Code, § 309 (26 Pa.C.S.A. §309) to enter upon any land or improvement in order to make studies, surveys, tests, soundings and appraisals prior to condemnation; and

WHEREAS, the properties at Camp Hill Road, parcel number 540003544002 assessed in the name of Pennland Properties Corporation, and Dreshertown Road, parcel number 540005356008 assessed in the name of Allied Concrete, and Susquehanna Road, parcel number 540015058008 assessed in the name of Pennland Properties Corporation (the "Subject Properties"); and

WHEREAS, properties adjacent to the Subject Properties are in need of public access and roadway construction, access to which can be gained through the Subject Properties; and

WHEREAS, the Township has determined that it must enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals prior to any condemnation of such properties.

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

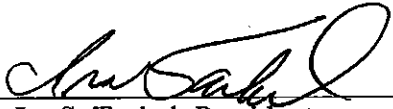
Section 1. The Township, its employees and agents are authorized to enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals so that the Board of Commissioners can thereafter determine whether to exercise its powers of eminent domain.

Section 2. The Township shall give no less than 10 days notice of its entry on the Subject Properties by certified mail to the Property Owners at the address registered with the Board of Assessment.

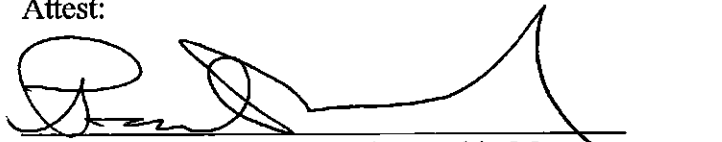
Section 3. The exercise of this right of entry by the Township shall not constitute a condemnation nor be interpreted as a notice of intent to acquire the Subject Properties, or any rights therein.

RESOLVED, this 9th day of July, 2013.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: 
Ira S. Tackel, President
Board of Commissioners

Attest:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION

NO. 13-2141

WHEREAS, the Board of Commissioners of the Township of Upper Dublin ("Township") received a letter dated May 7, 2013 from The Historical Society of Fort Washington highlighting the Class II Historic Resource designation of the East Oreland School, also known as the "EPI Center", and also noting the potential eligibility of the East Oreland School for designation as a Class I Historic Resource; and

WHEREAS, the Township Board of Commissioners received a letter dated May 12, 2013 from the Upper Dublin Township Historical Commission ("Historical Commission") by which the Historical Commission advised the Board of Commissioners that the Pennsylvania Historical and Museum Commission ("PHMC") by letter dated April 9, 2013 determines the East Oreland School as eligible for listing in the National Register of Historic Places and by which the Historical Commission recommends the East Oreland School's present designation as a Class II Historic Resource be upgraded to a Class I Historic Resource designation ("Historical Commission Recommendation"); and

WHEREAS, the Code of the Township of Upper Dublin ("Township Code"), Chapter 127, Historic Preservation, Section 127-5, Historic Resource Inventory, establishes a Historic Resource Inventory of buildings, structures, and sites in the Township designated for preservation, and said Section 127-5 also provides criteria for the designation of Historic Resources as either Class I or Class II historic resources; and

WHEREAS, the Township Code, Chapter A264, Historic Resource Inventory, identifies all designated Class I and Class II historic resources in the Township, including the property situated at 100 Wischman Avenue in Oreland, which property is the East Oreland School, and which property is designated as a Class II Historic Resource; and

WHEREAS, the Township is the current owner of the East Oreland School; and

WHEREAS, Township Code Section 127-5.F provides the procedure for designation or removal of a property from the Township's Historic Resource Inventory, said procedure requiring a public meeting, notice to the property owner, opportunity for interested parties to present testimony and documentary evidence regarding the proposed designation, and a report and recommendation from the Historical Commission to the Board of Commissioners based on the designation criteria provided by Township Code Chapter 127; and

WHEREAS, the Historical Commission has not conducted a public meeting with respect to the historic resource reclassification of the East Oreland School pursuant to Township Code Section 127-5.F, and the Historical Commission has not presented a written report to the Board of Commissioners summarizing the evidence presented during a public meeting and supporting the Historical Commission Recommendation.

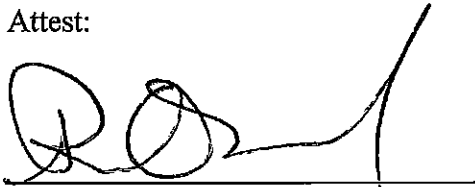
NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves as follows:

- (1) The May 12, 2013 recommendation by the Upper Dublin Township Historical Commission to reclassify the East Oreland School, 100 Wischman Avenue in Oreland, from a Class II Historic Resource to a Class I Historic Resource is procedurally defective and not sufficiently substantiated.
- (2) The May 12, 2013 recommendation by the Upper Dublin Township Historical Commission to reclassify the East Oreland School, 100 Wischman Avenue in Oreland, from a Class II Historic Resource to a Class I Historic Resource is not accepted.
- (3) The East Oreland School, 100 Wischman Avenue in Oreland, is currently and shall remain a Class II Historic Resource until such time as the Board of Commissioners, following the procedure specified by the Code of the Township of Upper Dublin, Chapter 127, Historic Preservation, enacts an ordinance to delete or reclassify the historic resource designation of the East Oreland School.

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 13th day of August, 2013.

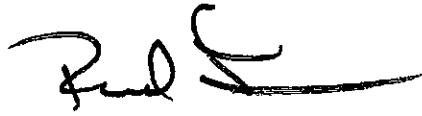
TOWNSHIP OF UPPER DUBLIN

Attest:



Paul A. Leonard, Secretary

By:



Ira S. Tackel, President (Vice)
Ronald Feldman

RESOLUTION NO. 13-2142

**RESOLUTION OF MERCHANT AUTHORIZING
PARTICIPATION IN MERCHANT SERVICE PROGRAM**

WHEREAS, the Township of Upper Dublin is a participant in the Pennsylvania Local Government Investment Trust (the "Trust"); and

WHEREAS, the Trust intends to enter into or has entered into a Terms and Conditions of Merchant Service Agreement dated as of April 25, 2013 (as the same may be amended and supplemented from time to time, the "Merchant Service Agreement") with Elavon, Inc. ("Elavon") and the member bank and the debit sponsor identified therein, under which Elavon will make available to the Trust's participants a Merchant Service Program (the "Merchant Service Program"); and

WHEREAS, under the Merchant Service Program, Elavon will offer to the Merchant the ability to honor at its operational locations certain credit cards and debit cards in connection with the payment of various governmental fees, fines, services and facility charges and other payments by the Merchant's customers and citizens using various electronic payment processes; and

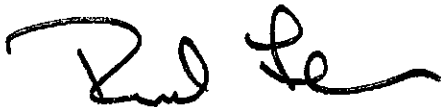
WHEREAS, the funds collected under this Merchant Service Program will be credited to an account of the Merchant in the Trust's PLGIT Portfolio; and

WHEREAS, the Merchant may from time to time enter into additional agreements to provide for the use of additional cards or other enhancements as part of the Merchant Service Program (the "Additional Agreements"); and

WHEREAS, the Merchant desires to participate in the Merchant Service Program.
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Merchant is authorized to participate in the Merchant Service Program.
2. The Merchant approves the PLGIT Referral Agreement, the Merchant Application and the PLGIT Agreement Regarding Merchant Service Program substantially in the form presented to this meeting.
3. The officers of the Merchant are authorized to take any actions and to execute and deliver any documents (including, without limitation, the PLGIT Referral Agreement, the Merchant Application and the PLGIT Agreement Regarding Merchant Service Program and, from time to time, Additional Agreements) as may be necessary or proper to effectuate the Merchant's participation in the Merchant Service Program and to carry out the purposes of this resolution.

ADOPTED THIS 13th day of August, 2013

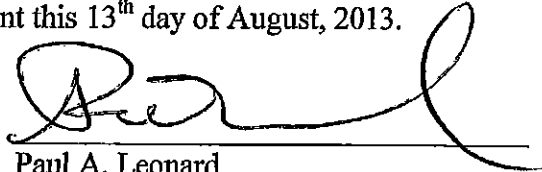


~~Ira S. Taekel~~ Ronald Feblman
Board of Commissioners, President (Vice)

CERTIFICATION

The undersigned hereby certifies that the foregoing resolution was adopted by the Board of Commissioners of Upper Dublin Township at a duly called and convened meeting held on August 13, 2013; that public notice of said meeting was given as required by law; that the meeting was conducted in accordance with the Pennsylvania Sunshine Act; that the resolution and the vote thereon have been duly recorded in the minutes; and that the resolution has not been altered, amended, suspended or repealed and is still in full force and effect as of the date of this certificate.

WITNESS my hand and seal of the Merchant this 13th day of August, 2013.

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

Paul A. Leonard
Secretary

[SEAL]

RESOLUTION NO: 13-2143

PEMA-DAP -2

DESIGNATION OF AGENT RESOLUTION

FOR: FEMA-4099-DR-PA
(Enter Name of Disaster or Number)

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

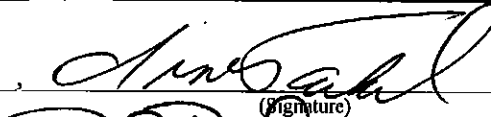
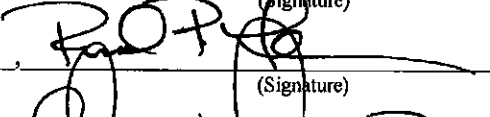
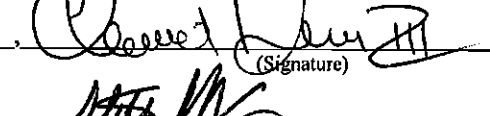
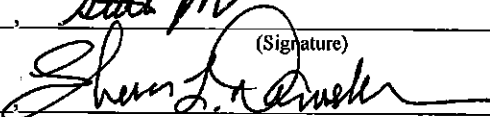
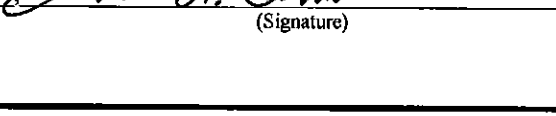
THAT KEVIN MCCANN **FIRE SERVICES ADMINISTRATOR**
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

UPPER DUBLIN TOWNSHIP, MONTGOMERY County,
(Public Entity) (County)

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 8TH day of OCTOBER, 2013.

<u>IRA S. TACKEL</u> (Name)	<u>COMMISSIONER</u> (Title)	 (Signature)
<u>RONALD P. FELDMAN</u> (Name)	<u>COMMISSIONER</u> (Title)	 (Signature)
<u>CHESTER H. DERR, III</u> (Name)	<u>COMMISSIONER</u> (Title)	 (Signature)
<u>STANLEY J. ROPSKI</u> (Name)	<u>COMMISSIONER</u> (Title)	 (Signature)
<u>SHARON L. DAMSKER</u> (Name)	<u>COMMISSIONER</u> (Title)	 (Signature)

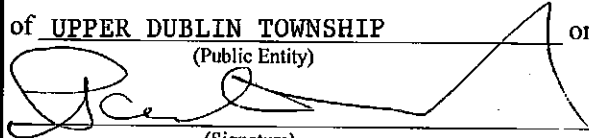
CERTIFICATION

I, PAUL A. LEONARD, duly appointed and SECRETARY
(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 8TH day of OCTOBER 20 13
(Public Entity)


(Signature)

SECRETARY 10/8/2013
(Official Position) (Date)

UPPER DUBLIN TOWNSHIP POLICE EMPLOYEES PENSION PLAN
TOWNSHIP OF UPPER DUBLIN NON-UNIFORMED EMPLOYEES PENSION PLAN

RESOLUTION NO. 13-2144

A Resolution of Upper Dublin Township, Montgomery County, Pennsylvania, adopting a market value method to determine the actuarial value of assets as part of the actuarial valuation for the Upper Dublin Township Police Employees Pension Plan and Township of Upper Dublin Non-Uniformed Employees Pension Plan, according to §203.2 of the regulations covering the implementation of the actuarial funding rules of Act 205 of 1984 (P.L. 1005, No. 205, 53 P.S. §§895.101-895.803) published by the Public Employee Retirement Commission.

WHEREAS, Upper Dublin Township has previously submitted the actuarial valuation reports for the Upper Dublin Township Police Employees Pension Plan and Township of Upper Dublin Non-Uniformed Employees Pension Plan using an asset smoothing method of plan assets to determine the actuarial value of assets; and

WHEREAS, Upper Dublin Township desires to use the market value method to determine the actuarial value of assets, effective with the January 1, 2013, actuarial valuations;

WHEREAS, Upper Dublin Township desires to adopt a method for valuing assets for actuarial valuation purposes under §203.2 of the regulations cited above as determined by the Plan's actuary;

NOW THEREFORE, be it resolved and enacted by Upper Dublin Township that the market value method to determine the actuarial value of assets be adopted for the Plans, effective with the January 1, 2013, actuarial valuation reports.


ADOPTED this 8th day of October 2013.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: _____


Ira S. Tackel, President

ATTEST: _____


Paul A. Leonard, Secretary

RESOLUTION 13-2145

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE PENNSYLVANIA TURNPIKE COMMISSION AND
THE TOWNSHIP OF UPPER DUBLIN

THIS FIRST AMENDMENT to Memorandum of Understanding is entered into this 29th day of October, 2013 by and between the Pennsylvania Turnpike Commission, an instrumentality of the Commonwealth of Pennsylvania (herein the "Turnpike") and The Township of Upper Dublin, a First Class township formed and existing under the laws of the Commonwealth of Pennsylvania (herein the "Township").

WHEREAS, on February 19, 1999 the Turnpike and the Township entered into a Memorandum of Understanding (herein the "Memorandum of Understanding") regarding the construction and operation of an all electronic toll slip ramp to be located at Milepost 340 of the Pennsylvania Turnpike and Virginia Drive in the vicinity of the Fort Washington Office Park (herein the "Slip Ramp"); and,

WHEREAS since that time the Slip Ramp has been fully constructed and open to traffic; and,

WHEREAS the Township wishes to clarify certain use restrictions placed on the types of vehicles permitted to use the Slip Ramp; and,

WHEREAS the parties have agreed to make such changes to the Memorandum of Understanding as more fully set forth below.

NOW THEREFORE, in consideration of the good and valuable promises contained herein the parties agree to amend the Memorandum of Understanding as follows:

1. All terms defined in the Memorandum of Understanding shall have the same meaning herein unless otherwise specifically stated.
2. Paragraph 4 of the Memorandum of Understanding shall be deleted in its entirety and replaced as follows:

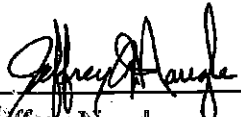
"Use of the Slip Ramp shall be limited to Class-1 vehicles. Except that, this restriction shall not apply to school buses, which are hereby expressly permitted to use the Slip Ramp. No other vehicles may use the Slip Ramp except as an emergency route when deemed necessary by the Township and the Turnpike."

3. All other terms and conditions contained in the Memorandum of Understanding shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed the Amendment or caused the execution hereof the date and year first written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

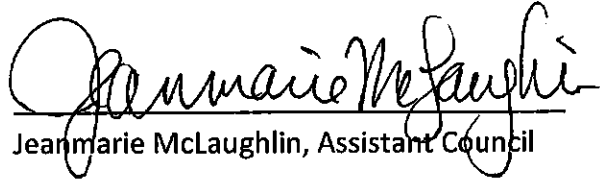


Jeffrey Naugle
Assistant Secretary-Treasurer

By: 

William K. Lieberman
Chairman

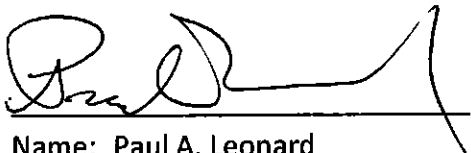
APPROVED AS TO FORM AND LEGALITY:



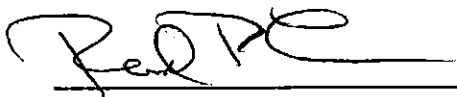
Jeanmarie McLaughlin, Assistant Council

ATTEST:

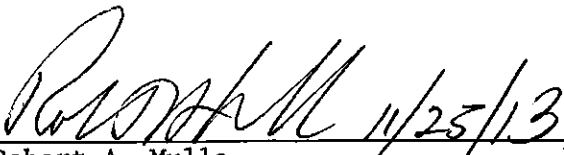
THE TOWNSHIP OF UPPER DUBLIN



Name: Paul A. Leonard
Title: Township Manager

By: 

Name: Ronald P. Feldman
Title: Board of Commissioners, Vice President

 11/25/13

Robert A. Mulle Date
Chief Deputy Attorney General

UPPER DUBLIN TOWNSHIP
RESOLUTION NO. 13-2146

WHEREAS, Montgomery County has advised Upper Dublin Township ("Township") that it continues to engage in its review and analysis of whether to continue the Waste System Authority of Eastern Montgomery County ("Authority"); and

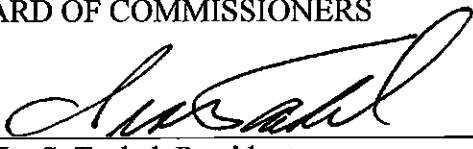
WHEREAS, the Authority's current duties with respect to the Township include among other items, providing waste transfer services, waste disposal services, enforcement of rules and regulations, scale house operations, waste generation fee collection, financial services, biennial waste generation study updates, surveys and appeals, special collection events and recycling information distribution; and

WHEREAS, in order to supply information and feedback to the Commissioners of the County of Montgomery about the County's review and analysis, the Authority has circulated a memorandum requesting certain stakeholder municipalities to indicate: (1) their support in continuing to have the County organize the waste system as a consortium and (2) their intent to participate/continue to participate in the Authority.

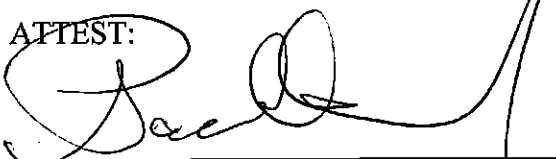
NOW THEREFORE, the Board of Commissioners of Upper Dublin Township, by this Resolution, does hereby indicate: (1) its non-binding support of the organization of the solid waste system in eastern Montgomery County as a consortium, and (2) the Township's intent to continue to participate/ in the disposal of solid waste through use of the Authority.

THIS RESOLUTION is duly adopted by the Board of Commissioners of Upper Dublin Township this 12th day of November, 2013.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

ATTEST:


Paul A. Leonard, Township Manager/Secretary

RESOLUTION NO. 13-2147

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2014.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2014 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 2014 budget was advertised as required by law and made available for public inspection on November 11, 2013, and,

WHEREAS, the proposed 2014 budget was advertised as required by law and was presented and amended at public hearings on November 16, 2013, and November 26, 2013, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2014;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2014.

ADOPTED this 10th day of December 2013.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Ira S. Tackel, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 13-2148

WHEREAS, the First Class Township Code (the "Code") at §510 (53 P.S. §55510) establishes the office of Treasurer and provides for his/her election every four years at the time of the other municipal elections; and

WHEREAS, The Code at §805 provides that the Township Treasurer, by virtue of his/her office, shall also be the Tax Collector; and

WHEREAS, the Code was recently amended to provide that, effective January 6, 2014, the Township Treasurer will no longer be an elective office, but, rather, the Township Tax Collector will be the elective office and the Board of Commissioners will appoint a Treasurer, who can be the same person as the Tax Collector, and the Board of Commissioners will fix the compensation of the Treasurer; and

WHEREAS, in all essential respects, the duties of the Tax Collector and the duties of the Treasurer remain unchanged from those presently prescribed in the Code and by the Local Tax Collection Law; and

WHEREAS, the Board of Commissioners, by Ordinance 13-1267, enacted February 12, 2013, established the compensation for the Tax Collector as required by the amending legislation.

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

- (1) Effective January 6, 2014, Leslie B. Nylund is hereby appointed to be the Treasurer of Upper Dublin Township.
- (2) The compensation for the Treasurer shall be as set forth in the ordinance establishing the budget for Upper Dublin Township for calendar year 2014.
- (3) The Treasurer shall give a fidelity bond to the Commonwealth, conditioned on the faithful performance of their duties as prescribed by law, in the amount of Five Million Nine Hundred Seventy Three Thousand Five Hundred Ninety Six Dollars (\$5,973,596), that being no less than 50% of the amount estimated by the Board of Commissioners to be available to the Township Treasurer at any time during the calendar year.

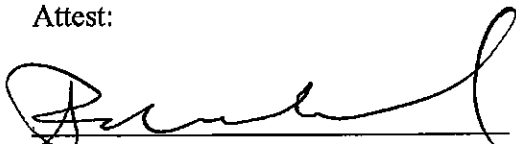
RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 10th day of December, 2013.

TOWNSHIP OF UPPER DUBLIN

By: _____

Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION

NO. 14-2149

WHEREAS, the Board of Commissioners of Upper Dublin Township, by Resolution 13-2148 enacted December 10, 2013, appointed Leslie Nylund to be the Township Treasurer; and

WHEREAS, her appointment was conditioned upon posting a fidelity bond in the amount of Five Million Nine Hundred Seventy-three Thousand Five Hundred Ninety-Six Dollars (\$5,973,596); and

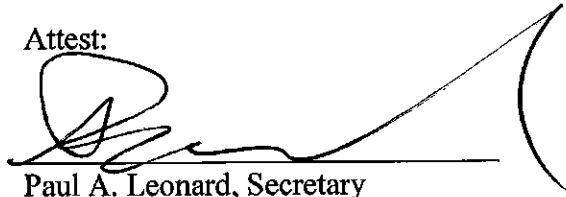
WHEREAS, the Board of Commissioners deems a fidelity bond in a lesser amount will adequately protect the public interests.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves that the Treasurer and Assistant Treasurer (if one is designated by the Treasurer or appointed by the Board of Commissioners) shall give a fidelity bond to the Commonwealth, conditioned on the faithful performance of their duties as prescribed by law, in the amount of Two Million Dollars (\$2,000,000), that being no less than 50% of the amount estimated by the Board of Commissioners to be available to the Township Treasurer at any time during the calendar year.

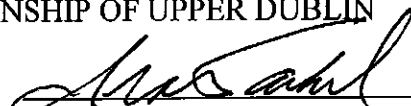
RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the day of January, 2014.

TOWNSHIP OF UPPER DUBLIN

Attest:


Paul A. Leonard, Secretary

By:


Ira S. Tackel, President

RESOLUTION

NO. 14-2150

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING AN AMENDMENT TO THE AGREEMENT
FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN PINE RUN
AND RAPP RUN FLOOD RETARDING STRUCTURES**

WHEREAS, the Township of Upper Dublin (the "Township"), in order to protect the health, safety and welfare of the public, has undertaken the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other on Pine Run, to remediate flooding within the Fort Washington Office Park through a project known as the Upper Dublin Township Rapp Run and Pine Run Flood Retarding Structures Project (the "Project"); and

WHEREAS, on June 12, 2012, the Township Board of Commissioners adopted Resolution No. 12-2112 authorizing the Project, including the making of contracts for the design and construction of the Project; and

WHEREAS, on June 26, 2012, the Township entered into an agreement with D'Huy Engineering, Inc. ("D'Huy") for construction manager services to include bid phase assistance and construction phase services and oversight for the Project through the end of the construction phase of the Project ("the CM Agreement"), and a copy of the CM Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the CM Agreement provided for a fee to be paid by the Township to D'Huy in an amount not to exceed \$802,155.00 for basic services and reimbursable expenses, said basic services to include final design, construction contract bidding, and construction coordination and oversight as well as construction phase testing; and

WHEREAS, the Project budget provided for an estimated total cost of \$15,300,000.00, including \$900,000.00 for construction manager services to include bid phase assistance and construction phase services and oversight for the Project; and

WHEREAS, the CM Agreement provided that if the Project schedule was extended or the hours and testing required to monitor the Project were more than the amount estimated by the CM Agreement, D'Huy would submit a proposal for additional compensation to the Township for review; and

WHEREAS, to attain overall Project cost savings, the Township structured the Project work and schedule such that construction of both the Rapp Run and Pine Run Flood Retarding Structures Project occurred simultaneously; however, this course of action to obtain overall Project cost savings required additional effort on the part of D'Huy to ensure proper Project coordination; and

WHEREAS, the Project is substantially complete and has entered a post-construction warranty and maintenance period ending on January 31, 2015; and

WHEREAS, pursuant to Section 2 of the CM Agreement and by letter dated December 16, 2013 ("CM Letter"), D'Huy proposed an additional fee not to exceed \$97,845.00 to provide additional construction phase administration, including Project closeout and warranty and maintenance period monitoring, and a copy of the CM Letter is attached hereto as Exhibit "B"; and

WHEREAS, enclosed with the CM Letter, D'Huy provided the Township with an Amendment to the CM Agreement that would extend the Construction Phase Administration period from December 2013 through January 2015 to address the Project closeout and warranty and maintenance period, and that would increase the estimate fee for basic services and

reimbursable expenses by \$97,845 from \$802,155.00 to an amount not to exceed \$900,000.00, said increased fee to be invoiced monthly on a time and expense basis ("the CM Amendment"), and a copy of the CM Amendment is attached hereto as Exhibit "C"; and

WHEREAS, the Township desires to retain and extend D'Huy's services through the end of the Project warranty and maintenance period.

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

1. The Township incorporates by reference the above recitation as if fully set forth herein; and
2. The proposed CM Amendment is approved to extend D'Huy's services as described by the CM Agreement and CM Amendment through January 31, 2015; and
3. The appropriate officers of the Township are authorized to finalize and execute the CM Amendment in an amount of increased fee not to exceed \$97,845.00 and a total fee under the CM Agreement not to exceed \$900,000.00.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 14th day of January, 2014.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 

Ira S. Tackel, President

Attest: 

Paul A. Leonard, Township Secretary

Exhibit "A"

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

THIS AGREEMENT is made this 26th day of JUNE, 2012, between THE TOWNSHIP OF UPPER DUBLIN, referred to as "TOWNSHIP" or "OWNER," and D'HUY ENGINEERING, INC., referred to as "AGENCY CONSTRUCTION MANAGER" or "CM."

SECTION 1 - BASIC SERVICES (RESIDENT PROJECT CM SERVICES)

1.1 General

1.1.1 Upper Dublin Township has experienced flooding within the Pt. Washington Industrial Park since it was developed in the 1960s. After retaining a Design Professional (URS) and studying flood reduction alternatives, the Township has elected to construct two flood retaining structures along Pine Run and Rapp Run ("Project"). The Project dry impoundments are located near the downstream end of Township property and are intended to limit the impact of flood waters on the Industrial Park. The structures are designed with concrete overflow spillways for passing larger flood flows and outlets through the structures for normal flows and for the passage of fish. Both structures are designed as labyrinth weir structures with earth embankments on both sides of the spillway. The CM will provide bid phase assistance and construction phase services and oversight for the Project.

1.1.2 The Project timelines and assumptions defined for this Agreement are:

Time Lines and Assumptions for Fee Proposal

Timeline

- | | |
|--|----------------|
| i. The final design and coordination of bid documents will be a period of two months. It is assumed that all permitting is complete. | 2 months |
| ii. Bid phase will include strategies for combined bidding of both the Pine Run and Rapp Run structures and possibly bidding the structures one week apart to achieve the best pricing for the Township. | 1½ months |
| iii. Bid Evaluation, Contract Preparation and Notice to Proceed. | 1 month |
| iv. Construction Phase services based on simultaneous construction of both structures. | 14 months |
| v. Material testing will be in accordance with Project specifications. The minimum testing requirements recommended are included in the technical and fee proposal. | Included above |

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

The personnel and hours allocated for the Project are as listed on Attachment A. If the timeline or hours are different from the estimated hours the fee will be adjusted. If additional fee is required, CM shall notify the Township and obtain approval to proceed.

- 1.1.3 CM will serve as OWNER's professional representative for the Project, and provide construction management services and professional engineering consultation and advice and oversight through completion of the Project. The CM will not assume any responsibility or liability for the design prepared by URS.

1.2 Pre-Bid Phase

CM's scope of services to the Township during the Bidding and Procurement phase of the Project shall be the following:

- 1.2.1 Review bid documents for constructability, coordination between contractors, and to minimize construction and scope conflicts. Provide a list of sub-suggestions/modifications to bid documents for implementation by URS.
- 1.2.2 Preparation of the Project schedule with specific responsibility assigned to each task.
- 1.2.3 Preparation of Project phasing and milestone schedule to be included in bid documents to establish contractor accountability and provide competitive bids.
- 1.2.4 Perform Project cost reconciliation of budgets prepared by URS.
- 1.2.5 Preparation of all Division 00 and 01 Project manual specifications to provide the most cost effective bidding and to reduce risk to the Township.
- 1.2.6 Prepare specifications for Project scheduling, quality control, temporary facilities, Project documentation, coordination and other Project administrative requirements.
- 1.2.7 Confirm the Project budget and State funding allocations as well as construction phase budgets for the design professionals and materials testing.
- 1.2.8 Establish Project matrix of responsibilities including setting up ProjectMates, a web-based document and project management program, and communication, accountability, and documentation processes for all team members, to include the Township, CM, URS, testing agency, and contractors.
- 1.2.9 Review and comment on all testing and quality control specification requirements.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

- 1.2.10 Coordinate clear, concise, complete bid document preparation with URS including permitting and Project design requirements.
 - 1.2.11 Prepare design team and bid document coordination meeting notes and action plans with timelines for all tasks.
 - 1.2.12 Incorporate the State funding requirements, prevailing wages, bonding and insurance requirements provided by the Township into bid documents.
 - 1.2.13 Incorporate contractor qualification parameters and any specific Township Solicitor input or other Township requirements into bid documents.
 - 1.2.14 Prepare bid forms, including lump sum bid, alternates, unit prices and other cost control requirements for the bid documents.
 - 1.2.15 Review and obtain Township Solicitor's input on the relevant bid document sections.
- 1.3 **Bid Phase Management**
- 1.3.1 Coordinate electronic distribution of all bid documents and manage the bid process.
 - 1.3.2 Assist with advertising and soliciting bids from qualified contractors.
 - 1.3.3 Conduct pre-bid conference, explain the phasing, requirements for neighboring properties and staging requirements.
 - 1.3.4 Coordinate all bidder question responses and document and issue addenda as required with URS.
- 1.4 **Bid/Bidder Evaluation and Award Phase**
- 1.4.1 Prepare bid tabulation and review all bids with URS and the Township.
 - 1.4.2 Review apparent low bidder qualifications, references, subcontractors, superintendent, bid costs and other parameters to verify that the bid meets the Project criteria and requirements.
 - 1.4.3 Prepare bid recommendation to the Township for award.
 - 1.4.4 Prepare contracts with Township Solicitor's review and input.
 - 1.4.5 Assure that state grant stipulations are included in the contracts.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

1.5 Construction Management Phase

Personnel and hours allocated for the 14 month construction phase are listed on Attachment A, Fee Proposal. If the actual timeline or hours are different from the estimated, the fee will be adjusted. If additional fee is required, CM shall notify Township and obtain approval.

CM will provide full time representation for the Township through the construction phase including, but not limited to, the following:

- 1.5.1 Assign a full-time Project Manager (PM) to be on site during the entire construction period to observe and review activities with URS, contractors, testing agencies and approval agencies.
- 1.5.2 Assign Principal Engineer and Senior Project Manager to oversee all activities with the Township, contractors and URS.
- 1.5.3 Provide technical support to evaluate civil, structural, earthwork, geotechnical, and environmental issues related to Project construction.
- 1.5.4 Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, URS clarifications and interpretations of contract documents, progress reports, and other Project related documents.
- 1.5.5 Maintain a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work, directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 1.5.6 Maintain a full set of all project submittals, shop drawings, samples, as built drawings and other documentation to be turned over to Township at Project closeout.
- 1.5.7 Monitor and assess construction schedule, progress and activities of contractors to ensure conformance with project documents and construction schedule.
- 1.5.8 Coordinate and document all inspections and reviews with approval agencies and contractors.
- 1.5.9 Coordinate and document regular contractor coordination, scheduling, pre-installation, start-up and testing meetings.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

- 1.5.10 Review and document contractor quality control and work for compliance with Project requirements.
- 1.5.11 Coordinate any adjacent property requirements with construction activities of the contractors to minimize disturbance to the adjacent properties.
- 1.5.12 All Project documentation shall be managed and available on a web accessible document manager. The document manager shall be managed by the CM and shall be made available to Township, URS and contractors for Project collaboration. CM may assess Contractors a user fee as part of the bid documents.
- 1.5.13 Record names, addresses, and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- 1.5.14 Review all contractors' applications for payment with URS and Township and issue recommendation for payment.
- 1.5.15 Collect and provide to the Township prevailing wage documentation furnished by contractors.
- 1.5.16 Coordinate all construction and materials testing for compliance with project requirements.
- 1.5.17 Maintain shop drawing submittal schedule, and ensure that URS and contractors are processing submittals in a timely fashion.
- 1.5.18 Coordinate collection and format of all project documentation including as-built drawings. As-built drawing information provided by contractors will be turned over to URS to provide a final electronic as-built set of drawings.
- 1.5.19 Schedule all construction meetings and prepare meeting minutes and distribute to all parties.
- 1.5.20 Evaluate, recommend and advise Township on any construction issues, changes or recommendations.
- 1.5.21 Review any unit prices or other cost related changes including change orders and provide recommendation to URS and Township.
- 1.5.22 Assist Township and URS in construction administration through the course of the Project.
- 1.5.23 Assist contractors with coordination of activities with Township, URS, government agencies and utility companies.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

- 1.5.24 Review construction progress and advise URS and Township if contractors are not coordinating construction activities in accordance with Project documents.
- 1.5.25 Review the Project phasing and milestone dates regularly and notify contractors to provide corrective action where required. Notify Township of impact to Township's operations and develop recovery and contingency plans with the contractors where needed.
- 1.5.26 Provide progress photos and status reports as requested by Township including regular attendance at meetings by Senior Project Manager to provide update.
- 1.5.27 Participate in punch list preparation and final start up procedures to ensure smooth transition to completion of project.
- 1.5.28 Coordinate with the contractors and URS to obtain Project compliance and completion certifications.
- 1.5.29 In exchange for each payment to a contractor, obtain comprehensive releases of liens and claims in favor of Township for the subject work and, in exchange for final payment to each contractor, obtain a comprehensive release of liens and claims in favor of the Township for all work performed by the contractor on the project.

1.6 Material Testing

CM will retain the services of Earth Engineering to provide the Materials Testing for the Project. All test data will be logged in ProjectMates by the CM.

1.6.1 EARTHWORK

Testing technicians will be on site to test that the compaction of subgrades, structural fill required to raise site grades, backfill related to foundations, embankments, utilities, pavement subgrades, and other relevant areas is carried out in accordance with the contract drawings and project specifications. This service will be performed using nuclear, moisture-density gauges. Specific items included with this service are outlined below.

- Visual observation and laboratory testing of fill and backfill materials for suitability and compliance with specifications. This includes monitoring trench backfill for the sanitary relocations.
- Structure and embankment subgrade observations.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

- Observation and documentation of the compaction procedure and performance of in-place density tests using a nuclear density gauge to verify the specified percent compaction.
- Laboratory testing will be performed to determine the moisture-density relationship of fill materials for subsequent use in compaction control, as required. This includes borrow pit testing and imported topsoil analysis.
- All laboratory soils testing and field compaction testing will be performed in accordance with the project specifications under the direction of a Professional Engineer or Geologist, licensed in the Commonwealth of Pennsylvania.

1.6.2 FOUNDATIONS, REINFORCING STEEL

Foundation subgrade will be reviewed by a qualified professional for suitable bearing and construction practices as outlined in the Project specifications. Foundation observation reports will be prepared and provided to the contractor and the Township through the CM. Foundation observation reports will include the following:

- Confirmation of soil type and correlation to bearing capacity as referenced in the Geotechnical Engineering Report prepared for the Project.
- Areas of detection and amounts of groundwater, high moisture content or unsuitable soils, if encountered.
- Review of the reinforcing steel used in foundation construction for conformance to the project plans and specifications.
- Testing of foundation backfill.

All foundation evaluations will be carried out under the direct supervision of a Professional Engineer or Geologist licensed in the Commonwealth of Pennsylvania and qualified in geotechnical engineering.

1.6.3 REVIEW AND TESTING OF CAST-IN-PLACE CONCRETE

Provide technicians to observe, document and test the placement of concrete in accordance with current ASTM and ACI standards. This service will include:

- Documentation of temperature, slump, air entrainment (when required) and preparation of compressive strength test cylinders using ASTM and ACI guidelines.
- Suggestions and documentation of proper winter and summer placement procedures in accordance with ACI.
- Completion of concrete test cylinder compressive strength tests. The results from this testing will be presented in final printed reports documenting the concrete

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

construction. The contractors, client and design professional will be notified immediately should any test cylinders fall below the required compressive strength.

- Review of all form work in accordance with specifications and accepted construction procedures.

1.6.4 PAVEMENT SUBGRADE AND PAVEMENT EVALUATION

Provide personnel to review and test asphalt pavement construction and ensure compliance with contract specifications. This service will include:

- Verification of subsurface soils for stability and compaction before placement of pavement elements.
- Documentation of each load of asphalt including time spent on-site before placement and temperature at time of placement using ASTM guidelines.
- Observation and documentation of the compaction procedure and performance of in place density tests using a nuclear density gauge to verify the specified percent compaction using Maximum Theoretical Density Values supplied by the asphalt plant.
- Performance of asphalt pavement core sampling, and analyses per ASTM D3549 and ASTM D2726.

1.6.5 SHEET PILE OBSERVATIONS

The CM will verify the sheet material, sizes and lengths comply with the Project specifications. Sheet pile observations by the CM will involve verifying the driving operation, placement locations, plumbness, type and size of hammer, the contractor's recordation of the number of blows per foot of penetration for refusal, and that top and bottom elevations are being recorded by the contractor.

SECTION 2 - ADDITIONAL SERVICES OF CM

2.1 Services Requiring Authorization in Advance.

Additional Services as agreed to by Township and CM. No Additional Services shall be provided without prior written authorization by the Township.

SECTION 3 - OWNER'S RESPONSIBILITIES

Township shall do the following in a timely manner so as not to delay the services of CM.

- 3.1** Designate in writing a person to act as Township's representative with respect to the services

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
SERVICES FOR TOWNSHIP OF UPPER DUBLIN
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Township's policies and decisions with respect to CM's services for the Project.

- 3.2. Provide all criteria and full information as to Township's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Township will require to be included in the Project.
- 3.3. Assist CM by placing at CM 's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.4. Arrange for access to and make all provisions for CM to enter upon public and private property as required for CM to perform services under this Agreement.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CM, obtain advice of an attorney and other consultants as Township deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CM.
- 3.6. Give prompt written notice to CM whenever Township observes or otherwise becomes aware of any development that affects the scope or timing of CM 's services, or any defect or non-conformance in the work of any contractor.
- 3.7. Direct CM to provide Additional Services as stipulated in Paragraph 2.1 of this Agreement, or other services as required.

SECTION 4 - PERIODS OF SERVICE

The provisions of this Section 4 and the various rates of compensation for CM's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase and in accordance with the assumptions listed in Article 1.1.2.

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SECTION 5 - PAYMENTS TO CM

5.1 Methods of Payment for Services and Expenses of CM.

- 5.1.1 For Basic Services. Township shall pay CM for Basic Services rendered under Section 1 an amount based on an actual time spent for each task and category.
- 5.1.2 For Additional Services. Township shall pay CM for Additional Services in accordance with the terms stated in the written authorization to perform such Additional Services.
- 5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, Township shall pay CM for all Reimbursable Expenses as described in subsection 5.4.1 and reasonably incurred in connection with all Basic and Additional Services, as set forth in Paragraph 5.1.4.
- 5.1.4 Not to Exceed Base Fee Proposal Estimate Payment for Basic Services and Reimbursable Expenses. Amounts paid by Township to CM (to include all Basic Services and Reimbursable Expenses) shall not exceed \$802,155.00 and invoices will be paid for the actual hours spent. If the Project timelines are extended or the hours and testing required are more than listed in the estimate (Attachment A), CM will submit a proposal with specific hours and fees for review by Township. No additional costs will be incurred by CM without prior written approval of Township.

5.2 Times of Payments.

- 5.2.1 CM shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CM's monthly statements. Monthly statements shall be submitted in a format that is acceptable to Township.

5.3 Other Provisions Concerning Payments.

- 5.3.1 If Township fails to make any payment due CM for services and expenses within forty-five days after receipt of CM's statement therefore, the amount due CM will be increased at the rate of 1% per month from said forty-fifth day and, in addition, CM may, after giving seven days' written notice to Township, suspend services under this Agreement until CM has been paid in full all amounts due for services, expenses, and charges.
- 5.3.2 In the event of termination by Township under Paragraph 6.1 during any phase of the Basic Service, CM will be paid for services rendered during that phase prior to

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the date of termination. In the event of any such termination, CM will also be reimbursed for Reimbursable Expenses incurred, all unpaid Additional Services rendered prior to the date of termination and a personnel re-assignment fee of \$10,000.00.

5.4 Definitions.

5.4.1 Reimbursable Expenses mean the expenses reasonably incurred by CM or CM's independent professional associates or consultants, directly or indirectly in connection with the Project.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

This Agreement may be terminated by Township for its convenience upon thirty days' written notice to CM. If Township terminates agreement, payments shall be made to CM in accordance with Paragraph 5.3.2.

6.2 Controlling Law.

This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania and the venue of any dispute between the parties shall be the Court of Common Pleas of Montgomery County, Pennsylvania.

6.3 Successors and Assigns.

Township and CM each is hereby bound and the successors of Township and CM (and to the extent permitted by Paragraph 6.4.2 the assigns of Township and CM) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.3.1 Neither Township nor CM shall assign, sublet, or transfer any rights under or interest in (excluding moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CM from employing such independent professional associates and consultants as CM may deem appropriate to assist in the performance of services hereunder.

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6.3.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Township and CM, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Township and CM and not for the benefit of any other party.

SECTION 7 - INSURANCE

- 7.1 CM shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00). Such insurance shall be maintained with reputable insurance companies, and CM shall provide Township with a Certificate of Insurance upon Township's request.
- 7.2 In addition, CM shall procure and maintain the following insurance coverages:
- 7.2.1 Professional liability and errors and omissions insurance with minimum limits of \$2,000,000 per occurrence and in the aggregate;
- 7.2.2 Commercial liability insurance insuring against damages to persons or property with minimum limits of \$2,000,000 in the aggregate and \$1,000,000 per occurrence, and which names Township as additional insured;
- 7.2.3 Umbrella coverage with a minimum limit of \$5,000,000.

SECTION 8 - EXCLUSIONS AND RISK ALLOCATION

- 8.1 As construction managers in private practice, the professional liability insurance limits the scope of services to exclude the following: Hazardous materials including, but not limited to, asbestos, radon, lead PCBs, and environmental contamination. However, CM will provide the names of consultants providing the excluded services and CM will coordinate the services.
- 8.2 CM shall not, as a result of performance of services, or site representation, or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over the contractor(s)' work nor shall CM have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incidental to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. CM will not be responsible for any contractor or other personnel safety or security operations or practices. Any safety or security program issues shall not create any liability for CM.

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- 8.3 CM shall not, as a result of performance of services, or providing constructability review or advice, have any direct or indirect responsibility for URS or other design professionals. CM will not be responsible for any design errors, omissions or conflicts on the bid drawings or design prepared by URS. The responsibility regarding any of the design documents and specifications shall be the responsibility of URS.
- 8.4 Township and CM have discussed the risks, rewards and benefits of the Project and CM's total fee for services. The risks from CM to Township have been allocated such that the Township agrees that to the fullest extent permitted by law, CM's total liability to Township for any and all injuries, claims, losses, expenses, damages, or claims arising out of this Agreement from any cause or causes, shall not exceed the total amount of \$1,000,000 with the exception of claims arising from the negligence or willful misconduct of the CM or its employees, representatives or agents.

SECTION 9 – CLAIMS AND DISPUTES

- 9.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the CM's services, the CM may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 9.2 The Township and CM shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 9.3 If the parties do not resolve a dispute through mediation the method of binding dispute resolutions shall be litigation in the Court of Common Pleas of Montgomery County.

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SECTION 10 - MISCELLANEOUS

- 10.1 This Agreement together with the exhibits and schedules identified herein constitute the entire agreement between Township and CM and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 10.2 CM warrants that it shall exercise reasonable care, skill, competence and diligence in performing its services hereunder.

**SECTION 11 -
COMPLIANCE REQUIREMENTS FOR PENNSYLVANIA FUNDED PROJECTS**

The CM acknowledges the fact that the Project is funded under an H2O PA Grant Agreement which sets forth provisions that the Township, as the Contractor under the H2O PA Grant Agreement, must include in subcontracts, including written supplier contracts. These provisions include the following where applicable for this professional services agreement,

11.1 Nondiscrimination/Sexual Harassment Clause.

11.1.1 As a subcontractor under the H2O PA Grant during the term of this Agreement, CM agrees as follows:

- i. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Agreement, the CM, or any person acting on behalf of the CM, shall not by reason of gender, race, creed, or color, discriminate against any person who is qualified and available to perform the work on which the employment relates.
- ii. Neither the CM nor any person on the CM's 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 this Agreement on account of gender, race, creed, or color.
- iii. CM shall establish and maintain a written sexual harassment policy and shall inform its 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.
- iv. CM shall not discriminate by reason of gender, race, creed, or color against any potential contractor or subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
- v. CM shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Commonwealth

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Financing Authority (CFA) and the Department of General Services Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the CM does not possess documents or records reflecting the necessary information requested, the CM shall furnish such information on reporting forms supplied by the CFA or the Bureau of Contract Administration and Business Development.

- vi. The provisions of this Nondiscrimination/Sexual Harassment Clause are binding upon each contractor engaged on the Project.
- vii. This Agreement is subject to termination for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

11.2 State Contractor Responsibility Program.

11.2.1 By accepting and executing this Agreement, the CM is self-certifying that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, another state, or the Federal Government, and that it has no tax liabilities or other Commonwealth obligations.

11.2.2 CM obligations pursuant to these provisions are on-going from and after the effective date of this Agreement through the termination date thereof. Accordingly, the CM shall have an obligation to inform the Township if, at any time during the term of this Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations or suspended or debarred by the Commonwealth, the Federal Government or any other state or government entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

11.2.3 The failure of the CM to notify the Township of its suspension or debarment by the Commonwealth, or any other state, or the Federal Government, shall constitute a default of this Agreement.

11.3 Compliance with the Americans with Disabilities Act.

11.3.1 By accepting and signing this Agreement, the CM is self-certifying that it complies with the Americans with Disabilities Act, 28 C.F.R. § 35.101 et. seq. and CM understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for on the Project. As a condition of accepting and executing this Agreement, the CM 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

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benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- 11.4 Conditions for Contract Suspension or Termination. The Project and associated contractors required to construct the Project may be terminated at the convenience of the Township. Funding with respect to the Project may be temporarily suspended by the CFA. In addition to the standard reasons for suspension or termination (e.g. default), the Project may be suspended or terminated for failure of the General Assembly to appropriate funding for the Project.
- 11.5 Project Monitoring and Audit. The Commonwealth of Pennsylvania, the CFA, or the Township shall have access to any Project related books, documents, papers or records in the possession of the CM for the purpose of monitoring an audit with respect to the Project. The CM shall retain all related records with respect to the Project for a period of three (3) years after the Project has been completed. The CM shall provide a listing of all Project costs upon completion of the Project, or its portion of the Project.
- 11.6 Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act. The CM shall not knowingly employ or knowingly permit the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania. Violation of such prohibition will result in termination of the CM for default.
- 11.7 Compliance with Applicable Statutes and Regulations. All Project activity shall be performed in accordance with applicable laws, regulations, conditions, directives, guidelines and such additional requirements as may be provided by the Township. The CM 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 governing contracting with the Commonwealth of Pennsylvania and the Township.
- 11.8 Compliance with Anti-Pollution Regulations. The CM agrees that in the performance of its obligations under this Agreement, it shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- 11.9 Nondisclosure of Confidential Information. The CM shall not disclose to others any confidential information gained by virtue of this Agreement. Confidential information means information that is not public knowledge or available to the public upon request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or Township.
- 11.9.1 CM shall not, in connection with this Project or any other project involving public monies of the Commonwealth of Pennsylvania, directly or indirectly offer, confer

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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 of Pennsylvania or the Township.

11.9.2 CM shall not, in connection with this Project or any other project with the Commonwealth of Pennsylvania, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit or, or at the direction or request of any officer or employee of the Commonwealth of Pennsylvania.

11.9.3 Except with the consent of the Commonwealth of Pennsylvania, neither the Township nor the CM nor anyone in privity with them 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 Project.

11.10 Compliance with Inspector General Inquires. The CM, upon the inquiry or request of the Inspector General of the Commonwealth of Pennsylvania or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection and copying, any information of any type or form deemed relevant by the Inspector General to the CM'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 CM's business and financial records, documents or files of any type or form which shall refer to or concern this Project. Such information shall be retained by the CM for a period of three (3) years beyond the termination of the Project unless otherwise provided by law.

11.11 State Contractor Responsibility Program.

11.11.1 The provisions within this Article are required as part of the State Contractor Responsibility Program. Violation of any of the said provisions may be cause for the Township to terminate this and any other agreement with CM, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for expenses incurred in obtaining another CM to complete the performance hereunder.

11.11.2 For violation of any of the provisions herein, the CM may be subjected to debarment and suspension from doing business with the Commonwealth of Pennsylvania and the Township.

11.11.3 These rights and remedies are cumulative, and the use and nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those of the Commonwealth of Pennsylvania may have under law,

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statute, regulations or otherwise.

11.12 Compliance with Right to Know Law.

- 11.12.1 The Pennsylvania Right to Know Law, 65 P.S. § 67.101 – 3104, applies to this Project. Upon notification from the Commonwealth of Pennsylvania or the Township, that the Commonwealth of Pennsylvania or the Township requires the CM's assistance in responding to a Right to Know Law request for public records in the CM's possession, CM shall provide the information within fourteen (14) calendar days after receipt of such notification. CM shall provide access to, and copies of, any document or information in the CM's possession which arises out of the Project that is requested ("Requested Information") and provide such other assistance as may be required in order to comply with the Right to Know Law. If the CM fails to provide the requested information within fourteen (14) calendar days after receipt of such request, the CM shall indemnify and hold the Commonwealth of Pennsylvania and the Township harmless for any damages, penalties, detriment or harm that may incur under the Right to Know Law as a result of the CM's failure, including any statutory damages assessed against the Commonwealth of Pennsylvania or the Township.
- 11.12.2 The Commonwealth of Pennsylvania's and/or the Township's determination as to whether the requested information is a public record is dispositive of the question as between the parties. The CM agrees not to challenge the Commonwealth's and/or the Township's decision to deem the requested information a public record. If CM considers the requested information to include a request for a trade secret or proprietary information, as those terms are defined by the Right to Know Law, the CM shall immediately notify the Township, and will provide a written statement signed by the representative of the CM explaining why the requested material is exempt from public disclosure under the Right to Know Law within seven (7) calendar days of receiving the request. If, upon the review of the CM's written statement, the Commonwealth of Pennsylvania and/or the Township still decides to provide the requested information, the CM will not challenge or in any way hold the Commonwealth, or the Township liable for such a decision.
- 11.12.3 The Township will reimburse the CM for any cost associated with complying with the Right to Know Law provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the Right to Know Law if the fee schedule is inapplicable. CM agrees to abide by any decision to release a record to the public made by the Office of Open Records, the Township or by the Pennsylvania Courts. CM agrees to waive all rights and remedies that may be available to it as a result of

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the Commonwealth or Township's disclosure of requested information pursuant to the Right to Know Law.

- 11.12.4 The CM, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that it has not violated any of the provisions within this section of the Agreement, and the CM accepts and endorses the above compliance requirements to the extent required by law and the provisions of the Township's H2O PA Grant Agreement. The CM shall likewise require its consultants, if any, to endorse the above compliance requirements to the extent required by law and by the provisions of the Township's H2O PA Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first set forth above.

OWNER: TOWNSHIP OF UPPER DUBLIN

By: 

Printed Name: PAUL A. LEONARD

Title: TOWNSHIP MANAGER

Date: JUNE 26, 2012

CONSTRUCTION MANAGER: D'HUY ENGINEERING, INC.

By: 

Printed Name: M. ARIF FAZIL

Title: President

Date: June 29, 2012.

**AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT
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ATTACHMENT A

Personnel and hours allocated for the Project

[Provide in landscape format]



Task/Phase	Principal Engineer	Construction Manager I Licensed Prof. Eng.	Construction Manager II Certified Prof. Mgr.	Sr. Project Mgr. Cost/Schedule/QA/QC	Technical Specialist Geologist/Geotech	Technical Specialist Civil/Enviro Eng.	Lab Manager/QA/QC	CAD & Field Technician	Phase Subtotal
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Rapp Run & Pine Run Bid Document Coordination & Design Phase Assistance									
Project Schedule/Phasing/Milestones	4	40		40					40
Drawing Review	3	40	32	8					
Program Budget Check	4	8		16					
Grant Stipulation Review		10		8					
Options I	8	16		16					
Final Permit Approval Assistance	8	8		16					
Front End Specification Development	8	8		16					
Bid Strategy & Bid Item Assembly	8	8		16					
Bid Forms/Bid Documents	16	32		16					
Project Meetings	4	12		16					
QA/QC Program Development			8	4					
Project/Materials Template									
Subtotal Hours	59	170	40	164	32	16	14	40	535
Subtotal Fee	\$ 9,145.00	\$ 17,850.00	\$ 3,600.00	\$ 20,500.00	\$ 3,680.00	\$ 1,600.00	\$ 1,610.00	\$ 2,200.00	\$ 60,185.00
Reimbursable Estimate									\$ 2,000.00
Rapp Run & Pine Run Bidding Phase and Contract Preparation									
Contractor Outreach/Advertisements/Pre-Bid Mtg	2	8		8					
Bid Review and Grant Compliance Review	2	12		8					
Pre-Construction Conference(s)	4	8	8	4					
Award Recommendation(s)/Meeting	4	4		4					
Contract(s) Assembly	8	8		4					
Subtotal Hours	20	40	8	28	0	0	0	0	96
Subtotal Fee	\$ 3,100.00	\$ 4,200.00	\$ 710.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 11,520.00
Reimbursable Estimate									\$ 500.00
Rapp Run Construction Phase									
Construction Management 14 months (56 weeks)	80	2240		224					
Township Updates/Meetings	42	32		28					
Technical Support				112		112			
Subtotal Hours	122	2272	0	364	32	112	0	0	2902
Subtotal Fee	\$ 18,910.00	\$ 238,560.00	\$ -	\$ 45,500.00	\$ 3,680.00	\$ 11,200.00	\$ -	\$ -	\$ 317,850.00
Reimbursable Estimate									\$ 14,000.00
Pine Run Construction Phase									
Construction Management Part Time only, CM II	56	Included in Rapp	3200						
Township Updates/Meetings	Included in Rapp	Included in Rapp		112	32	112			
Technical Support				312	32	112			
Subtotal Hours	56	3200	0	312	32	112	0	0	1512
Subtotal Fee	\$ 8,680.00	\$ -	\$ 108,000.00	\$ 14,000.00	\$ 3,680.00	\$ 11,200.00	\$ -	\$ -	\$ 145,560.00
Reimbursable Estimate									\$ 8,000.00
Grand Total Hours	257	2482	1248	668	66	240	14	40	5045
Grand Total Fee	\$ 39,835.00	\$ 260,610.00	\$ 112,320.00	\$ 89,900.00	\$ 11,040.00	\$ 24,000.00	\$ 1,610.00	\$ 2,200.00	\$ 535,115.00
Reimbursable Total									\$ 24,500.00
									Total Estimate with Part Time 2nd CM \$ 359,615.00

The above estimate is based on certain assumptions that need to be reviewed and verified with the Township after the project schedule and other parameters are established. The assumptions and staffing allocation will directly impact the fee estimate. DEI proposes to review and adjust the fee schedule with the Township's input and after establishing the most efficient and cost effective solutions. The above hours are estimates and are interchangeable depending on the needs of the project.

Exhibit "B"



D'HUY Engineering, Inc.

A Tradition of Excellence

CONSULTING ENGINEERS: | Project Management | Facilities Engineering | Structural Design & Analysis | Forensic Engineering

December 16, 2013

Paul Leonard
The Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034

Re: Upper Dublin Township Flood Retardant Structures
DEI Project No. 12052

Dear Mr. Leonard:

As you are aware our contract dated June 26, 2012 had a fee of \$802,155 with the following breakdown.

Phase	Fee	Status	Invoiced Fee as of Nov. 22, 2013	Remaining
Design	\$62,185	Complete	\$62,185.00	\$0.00
Bidding	\$11,520	Complete	\$11,520.00	\$0.00
Construction	\$463,910	Substantially Complete	\$458,910.00	\$5,000.00
Construction Testing	\$242,540	Substantially Complete	\$152,683.20	\$89,856.80
Reimbursables	\$22,000	1 year warranty period remaining	\$15,143.51	\$6,856.49
Total	\$802,155		\$700,441.71	\$101,713.29

In addition we had noted in our budget prepared for the Board of Commissioners that we anticipated that because of complexities and multiple projects going concurrently our fee would be \$900,000. This additional fee of \$97,845 has been listed on each of our invoices.

The following is a summary of where we anticipate the fees to be.

1. We anticipate that the Construction Phase Fee of \$463,910.00 will be fully expended.
2. We anticipate that the remaining Construction Testing Fee of \$89,856.80 will be invoiced as follows:
 - Additional \$6,388.50 for November Work, to be billed in December.
 - Additional \$8,000 for December and Closeout, to be billed in January.

The Township of Upper Dublin
December 16, 2013
Page 2 of 2

DEI's fee for overhead on 10% of the above total, approximately \$16,707.17, will also be billed in December. This amount, which was Earth Engineering's direct invoice to us, was inadvertently not billed on each invoice.

3. We anticipate that we will need to invoice against the additional construction phase fee that was budgeted for \$97,845 on an hourly basis for the closeout and warranty phase.

As a result of the above summary we would like to note the following;

1. In the construction testing portion we inadvertently invoiced directly for Earth Engineering's costs without markup and will be invoicing for that adjustment as noted above.
2. We also request your approval to invoice for our final construction and closeout time on a time and expense basis in accordance with our contract Article 2.1 and per the contract hourly rates for a Not to Exceed amount of \$97,845. This amount was budgeted in the overall budget. Kindly authorize this per the attached contract amendment.
3. The total anticipated invoicing for DEI and for testing through the end of the warranty period would be as follows:

Through Nov. 22, 2013	\$700,441.71
Additional testing invoices	\$31,095.67
Additional reimbursement remaining to be invoiced	\$6,856.49
If all of the \$97,845 is used	\$97,845.00
Total	\$836,238.87

This amount is less than the \$900,000 budgeted amount. In addition, we do not anticipate expending all of the \$97,845.00.

If you have any questions please call.

Sincerely,



M. Arif Fazil, P.E., CCS, CCCA, LEED AP, CEM
Principal

Cc: Jonathan Bleemer



Exhibit "C"

**AMENDMENT TO
AGREEMENT FOR AGENCY STYLE CONSTRUCTION MANAGEMENT SERVICES
FOR
TOWNSHIP OF UPPER DUBLIN
FOR
PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES**

WITNESSETH:

WHEREAS, Owner entered into an Agreement with Project Manager dated June 26, 2012 for Construction Management Services for the Upper Dublin Township Pine Run and Rapp Run Flood Retarding Structures.

WHEREAS, since the time of entering into the aforesaid Agreement additional professional services have been provided due to project complexities and concurrent multiple projects.

NOW, THEREFORE, with the foregoing recitals incorporated in this Amendment to the Agreement and specifically deemed a part of it, the parties to this Amendment to the Agreement, in consideration of the mutual promises and covenants contained in this Amendment to Agreement, and intending to be legally bound hereby agree as follows:

Additional Scope of Services:

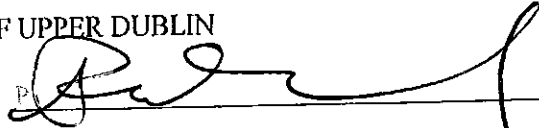
Construction Phase Administration – Project closeout and warranty period will cover the period of December 2013 through January 2015 to be billed on a Time and Expense basis for all tasks.

Additional Fee:

The amount of the Not to Exceed Base Fee Proposal Estimate Payment for Basic Services and Reimbursable Expenses in Article 5.1.4 of the Agreement is revised to \$900,000. Hourly rates for a Not to Exceed fee of \$97,845.00 will be invoiced monthly showing the fee spent and the fee remaining. The above amount will not be exceeded without prior authorization.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

OWNER: TOWNSHIP OF UPPER DUBLIN

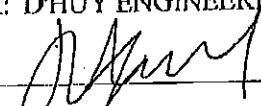
By:  _____

Printed Name: PAUL A. LEONARD

Title: TOWNSHIP MANAGER

Date: JANUARY 14, 2014

CONSTRUCTION MANAGER: D'HUY ENGINEERING, INC.

By:  _____

Printed Name: M/Arif Fazil, P.E.

Title: President

Date: 12/16/2013.

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

RESOLUTION NO. 14-2151

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 25, 2014 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

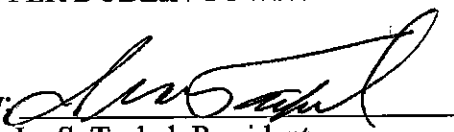
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 11th day of FEBRUARY, 2014.

ATTEST:

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP


Paul A. Leonard, Secretary/Township Manager

By: 
Ira S. Tackel, President

RESOLUTION NO: 14-2152

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.


ATTEST:



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

I, IRA S. TACKEL,
(Name)

Upper Dublin Township
(Name of MUNICIPALITY)

By: 
(Signature and designation of official title)
Ira S. Tackel, President

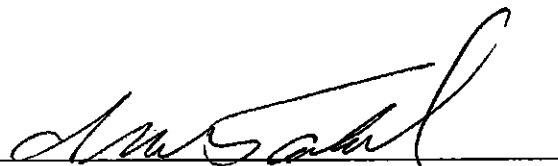
PRESIDENT,
(Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 11th day of February, 2014.
(Name of governing body)

DATE: February 11, 2014


(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval



Please Type or Print all Information in Blue or Black Ink

County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034
Municipal Phone Number : (215) 643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : N. Limekiln Pike (S.R. 0152) and Dillon Road/Meetinghouse Road
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-2172
Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Installation of two pedestrian crossings with ADA compliant push buttons and curb ramps, countdown pedestrian signal heads, and painted crosswalks.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : _____ Company/Organization : _____
Phone # : _____ Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County: _____
Engineering District: _____
Department Tracking #: _____
Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Paul A. Leonard

Date: February 11, 2014

Signed By: [Signature]
Title of Signatory: Township Manager

Witness or Attest: [Signature]
Title of Witness or Attester: Asst. Township Manager

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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
- Traffic Signal Communications
- Traffic Signal Systems

- 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
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Final Only
- Final Only
- Final Only

Exhibit "B":
Recordkeeping
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



Application Instructions

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #: Ilne.**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION

No. 14-2153

RESOLUTION REGARDING DEVELOPMENT OF NORTH HILLS MANOR

WHEREAS, the Montgomery County Housing Authority (MCHA) owns and operates a 50 townhome development in the North Hills neighborhood of Upper Dublin Township; and

WHEREAS, MCHA, with possibly Federal, state and local funding, is contemplating a significant re-investment in this property; and

WHEREAS, Upper Dublin Township is both the owner of municipal assets, streets, parks and other properties around and adjacent to this parcel; and

WHEREAS, a cooperative arrangement between MCHA, Montgomery County (County), Upper Dublin Township and ultimately Federal and private entities may lead to a successful development within the North Hills community.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Upper Dublin Township grants preliminary support to Township staff to work cooperatively with the MCHA and the County as well as other entities as follows:

1. Upon receipt from MCHA or its designee of a development plan, which may include redevelopment of the existing North Hills site and/or development on one or more alternative sites (including sites currently owned by Upper Dublin Township), Township staff shall review the plan and provide preliminary feedback and comments, with the goal of having a plan which
 - a. is most conducive to the improvement and the betterment of the North Hills neighborhood, and
 - b. would result in the least disruption to all citizens within the area, both in the MCHA owned housing and elsewhere.
 - c. provides for quality public improvements for streets, roads, sidewalks, lighting, landscaping and park and recreational assets.
2. For purposes of their preliminary plan review, Township staff may entertain proposals that include a potential "land swap" that would involve an exchange of land between MCHA and/or its designee and the Township, subject to the following provisos:
 - a. Parcels under consideration include the Township's pool, playing fields and community center, any other Township owned land in the North Hills

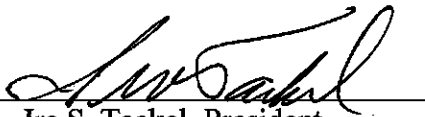
neighborhood, and the existing parcels of land on which MCHA's North Hills Manor public housing development is located.

- b. Any plan involving the transfer to MCHA, or its designee, of parcels on which Township recreational facilities are currently located must provide for the replacement of such facilities in a manner satisfactory to the Township, in addition to a new affordable rental housing community satisfactory to the MCHA and/or its designee.
 - c. Review and comment on such proposals by Township staff shall not constitute approval on the part of the Township in the absence of formal action by the Upper Dublin Township Board of Commissioners and/or the Upper Dublin Township Planning Commission and/or Zoning Hearing Board.
3. When Township staff is satisfied that the plan presented by MCHA or its designee has incorporated Township staff feedback and comments and meets the criteria described above, Township staff shall forward the same to both the Upper Dublin Township Board of Commissioners and the Upper Dublin Township Planning Commission for review as needed.
 4. Notwithstanding the involvement of Township staff in providing preliminary feedback and comments, any plan shall be subject to all Township ordinances and approvals that would otherwise apply to the development, including without limitation final Board of Commissioner, Zoning Hearing Board and/or Planning Commission approvals as to land use and zoning matters, open space preservation and recreational services, stormwater management and flooding problems, and transportation access.

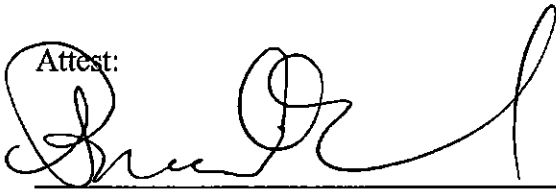
RESOLVED, this 11th day of March, 2014.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____


Ira S. Tackel, President
Board of Commissioners

Attest:



Paul A. Leonard, Secretary/Township Manager

DESIGNATION OF AGENT RESOLUTION 14-2154

FOR: FEMA-4025-DR-PA
(Enter Name of Disaster or Number)

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

THAT Kevin McCann, Fire Services Administrator
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Upper Dublin Township, Montgomery County,
(Public Entity) (County)

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

Passed and approved this 11th day of March, 2014.

<u>Ira S. Tackel</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Ronald P. Feldman</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Chester H. Derr III</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Stanley J. Ropski</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Rebecca Gushue</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)
<u>Sharon L. Damaker</u> (Name)	<u>Commissioner</u> (Title)	<u>[Signature]</u> (Signature)

CERTIFICATION

I, Paul A. Leonard, duly appointed and Secretary
(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 Commisioners
(Governing Body)

of Upper Dublin Township on the 11th day of March, 2014.
(Public Entity)

[Signature] Secretary 3/11/2014
(Signature) (Official Position) (Date)

DESIGNATION OF AGENT RESOLUTION 14-2155

FOR: FEMA-4030-DR-PA
(Enter Name of Disaster or Number)

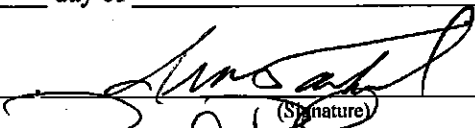
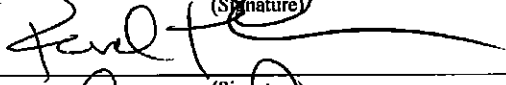
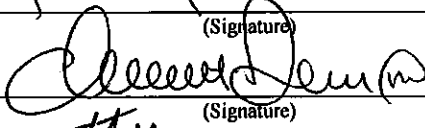
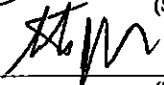
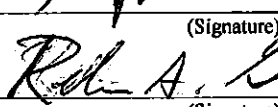
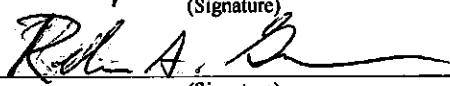
BE IT RESOLVED BY Board of Commisioners OF Upper Dublin Township
(Governing Body) (Public Entity)

THAT Kevin McCann, Fire Services Administrator
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Upper Dublin Township, Montgomery County,
(Public Entity) (County)

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

Passed and approved this 11th day of March, 2014.

<u>Ira S. Tackel</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)
<u>Ronald P. Feldman</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)
<u>Chester H. Derr III</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)
<u>Stanley J. Ropski</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)
<u>Rebecca Gushue</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)
<u>Sharon L. Damsker</u> (Name)	<u>Commissioner</u> (Title)	 (Signature)

CERTIFICATION

I, Paul A. Leonard, duly appointed and Secretary
(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 Commisioners
(Governing Body)

of Upper Dublin Township on the 11th day of March, 2014.
(Public Entity)


(Signature) Secretary 3/11/2014
(Official Position) (Date)

DCNR-2014-C2P2-16	Application Information (*Indicates required information)
Applicant Legal Name:* Upper-Dublin Township	Web Application ID:* 1007818
Project Title:* Limekiln Pike Pathway Connection	

WHEREAS, Upper Dublin Township

("Applicant") desires to undertake the following project

Limekiln Pike Pathway Connection; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page"; and

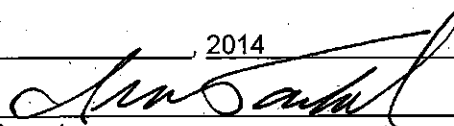
WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of President
2. If this Official signed the "Grant Agreement Signature Page" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "Grant Agreement Signature Page", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the
Upper Dublin Board of Commissioners
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 11th day of March, 2014



Secretary (Signature of the Secretary of the governing body)
IRA S. TACKEL, PRESIDENT BOARD OF COMMISSIONERS

DCNR USE ONLY

Project Number: _____

RESOLUTION

NO. 14-2157

WHEREAS, the Code of the Township of Upper Dublin ("Township Code"), Chapter 127, Historic Preservation, Section 127-5, Historic Resource Inventory, establishes a Historic Resource Inventory of buildings, structures, and sites in the Township designated for preservation; and

WHEREAS, the property of Temple University, known as the Gilbert House, situated at 550 Meetinghouse Road, has been designated as a Class II Historic Resource on the Historic Resource Inventory; and

WHEREAS, the Upper Dublin Township Code, Chapter 73, Building Construction – Uniform Construction Code at Section 72-2 adopted §3407.3, a modification of the Uniform Construction Code to provide special requirements to obtain a permit to demolish an Historic Resource; and

WHEREAS, pursuant to §3407.3, upon application for a demolition permit for an Historic Resource, the Upper Dublin Historic Commission must first consider the application and make a written report to the Board of Commissioners in which it recommends either (1) immediate approval of the permit, (2) conditional approval of the permit subject to the applicant providing additional documentation, or (3) a 90 day delay in the issuance of the permit; and

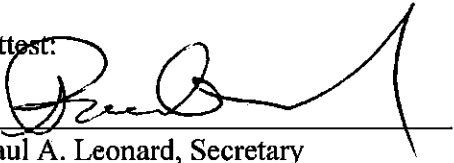
WHEREAS, Temple University has applied for a demolition permit to remove the Gilbert House; the Historical Commission reported in a letter dated January 28, 2014 that it approved the demolition permit subject to the property owner providing various documentation and photographs; and on April 1, 2014 the Historical Commission reported that it had received the requested materials.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves that, upon recommendation of the Upper Dublin Historical Commission, the application of Temple University for a permit to demolish the Gilbert House at 550 Meetinghouse Road be approved and the permit issued.

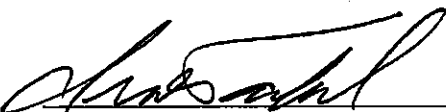
RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 8th day of April, 2014.

TOWNSHIP OF UPPER DUBLIN

Attest:


Paul A. Leonard, Secretary

By:


Ira S. Tackel, President

RESOLUTION NO. 14-2158

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 December 16, 2008 as amended July 23, 2009, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

POLICE DEPARTMENT

309 Task Force Documents: 1997-1999
Absentee Calendars: 1991, 1995-1998
Accident Index Cards: 1984-1985
Animal Bite Forms ("In-House"): 2010
Arrest Logs ("In-House"): 1991-2011
Citation Ledger ("In-House"): 1991-1992
Concealed Weapons Permits ("In-House"): 1993-1995, 2002-2003
CPIN/OTN ("In-House"): 2004-2009
Custody Release Forms ("In-House"): 2004-2009
Background Investigations (Not Hired): 2000, 2002, 2004
Detention Intake Information Records: 2003-2010
Detention Area Sanitation and Safety Checks: 2004-2007
Detainee Supervision Records: 1979-1985
Emergency Operations Plan: 2001, 2003
Evaluations: 1997-2000
Trash Collection Miscellaneous Documents: 1997-1998
Fire Miscellaneous Documents: 2000-2003
Grants Documents: 1997-2001
Processing Log ("In-House"): 1993-2003
Medical Miscellaneous Documents: 2004-2005
Monthly Daily Fire Alarms: 2003-2009
North Hills Manor Patrols: 2000-2002, 2005-2009
Pedestrian Safety Reports: 1976-1991
Police Examinations and Related Documents: 1995-2001, 2002, 2004-2006, 2008
Police Time Cards: 1992-1994
Police Time Off Records: 1979-1989
Police Work Schedules: 1987-2009

Reimbursement Requests: 2003-2009
Sobriety Checkpoint Miscellaneous Documents: 2001, 2002-2003, 2005-2009
Tactical Team Miscellaneous Documents: 1994-2001
Training Miscellaneous Documents: 2003-2009
Upper Dublin School District, Sandy Run Middle School, Master List: 2003
Vehicle Lockout Release: 2005-2009
Warrant Control Sheets: 2003-2006
Weather Related Documents: 1996-2001

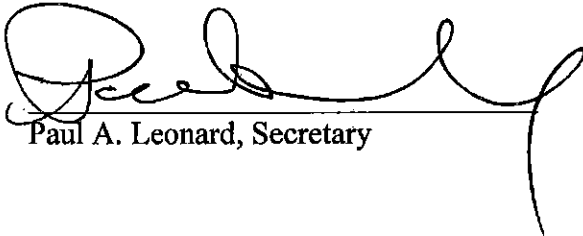
The above list represents (28) twenty-eight cubic feet of documents.

ADOPTED this April 8, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

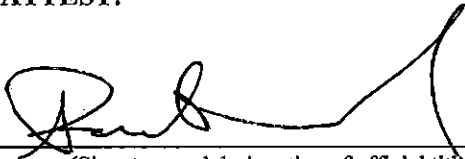
RESOLUTION NO: 14-2159

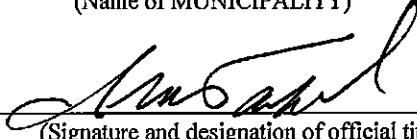
BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of
the MUNICIPALITY.

ATTEST:

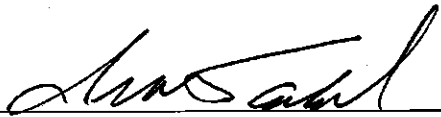

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY
IRA S. TACKEL
(Name)

Upper Dublin Township
(Name of MUNICIPALITY)
By: 
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT
PRESIDENT
(Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 8TH day of APRIL, 20 14
(Name of governing body)

DATE: APRIL 8, 2014


(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034
Municipal Phone Number : 610-643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday - Thursday 8:00 AM - 5:00 PM

B - Application Description

Location (*intersection*) : Susquehanna Road (SR 2017) and Twining Road
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-1652
Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Modify existing signal to include right-turn overlap phase for the southbound approach of Twining Road and install actuation to the left turn lane of the eastbound approach of Susquehanna Road.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input checked="" type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval



Please Type or Print all Information in Blue or Black Ink

County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: PAUL A. LEONARD

Date: APRIL 8, 2014

Signed By: 

Witness or Attest: _____

Title of Signatory: TOWNSHIP MANAGER

Title of Witness or Attester: ASST. TOWNSHIP MANAGER

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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
- Traffic Signal Communications
- Traffic Signal Systems

- 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
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*Intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION

NO. 14-2160

**RESOLUTION TO APPROVE UPPER DUBLIN TOWNSHIP'S
PARTICIPATION IN THE MONTOMGERY COUNTY 2014
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Upper Dublin Township seeks to participate in the 2014 Program Year from the Montgomery County Community Development Block Grant Program (CDBG Program); and

WHEREAS, the Department of Housing and Urban Development has requested that the Township certify through this resolution it's commitment to adhere to the requirements of the CDBG Program should it's participation be approved; and

WHEREAS, the Board of Commissioners has been presented by Montgomery County with an application form for various projects (hereinafter the "Projects") within the Township (hereinafter the "Application") which it desires hereby to approve for execution.

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

1. The Township hereby confirms its willingness and desire to implement the Projects in accordance with the provisions of the Application, including all understandings and assurances contained therein and hereby authorizes the President of the Board of Commissioners to act in connection with the Application and to provide such additional information as may be required.

2. The Township agrees to expend CDBG Program Funds pursuant to the guidelines as specified in the Application, set forth as follows:

A. Access to Information

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

B. Conflict of Interest

The Township certifies that no persons described as an employee,

agent, consultant, officer, or elected official or appointed official of the governing body, or of any designated public agencies, or Subrecipients which are receiving funds under a Subrecipient Agreement, who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant Activities, HOME Activities or Emergency Shelter Activities assisted under a Subrecipient Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Nondiscrimination

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

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended (20 USC §§1681-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §794), which prohibits discrimination on the basis of handicaps;
- (d) the Age discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) §§523 and 527 of the Public Health Service Act of 1912 (42 USC §290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act of 1968 (42 USC §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (i) any other nondiscrimination provisions in the specific statute(s) under

which application for Federal assistance is being made;

(j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

D. Equal Opportunity

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

E. Fair Housing

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

F. Uniform Relocation Assistance

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

G. Hatch Act

The Township assures that it will comply with the provisions of the Hatch Act (5 USC §§1501-1508 and 7324-7328) which limit the political

activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

H. Labor Standards

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

I. Environmental Clearance

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

J. Release of Funds

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

K. Environmental Standards

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

- (a) institution of environmental quality control measures under the Nation Environmental Policy act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (b) notification of violating facilities pursuant to EO 11738;
- (c) protection of wetlands pursuant to EO 11990;
- (d) evaluation of flood hazards in floodplain in accordance with EO 11988;
- (e) assurance of project consistency with the approved State management

program developed un the Coastal Zone Management Act of 1972 (16 USC §§1451 et seq.);

(f) conformity of Federal actions to State (Clear Air) Implementation Plan under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC §7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

L. Historic Preservation

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

M. Lead-Based Paint

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

N. Financial Requirements

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

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

O. Procurement

The Township acknowledges that the Office of Housing and Community Development must approve and verify that all procurement requirements have been meet in accordance with the Program Regulations. The Office of Housing and Community Development must approve any purchases or the awards of any

contracts to be funded in full or in part with any Federal funds granted through the CDBG Program/ HOME Program or ESG Program;

P. Other Program Requirements

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

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

Q. Lobbying

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

R. Drug-Free Workplace

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

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

Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. The Board of Commissioners certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

4. The Board of Commissioners has adopted and is enforcing:

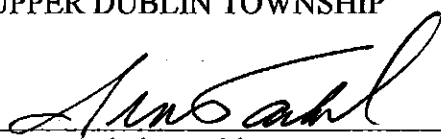
A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Board of Commissioners may, at its discretion, submit to Montgomery County a written request for additional monies, should they be needed for the Projects, or for other qualifying undertakings. Such request will be considered and approved at the sole discretion of the Montgomery County Commissioners and shall be considered as addenda to this Application. All work done with CDBG grant monies will be within Upper Dublin Township.

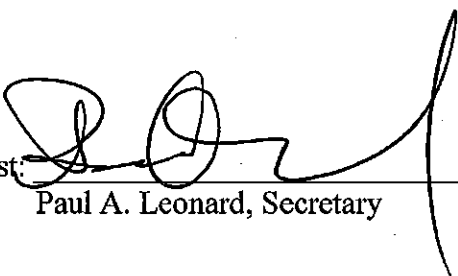
ADOPTED this 8th day of April, 2014.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



Ira S. Tackel, President

Attest:



Paul A. Leonard, Secretary

eGrants Grants Online	RESOLUTION PAGE	COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants
DCNR-2014-C2P2-16	Application Information (*Indicates required information)	
Applicant Legal Name:* Upper Dublin Township		Web Application ID:* 1008212
Project Title:* Virginia Drive Road Diet & Trail		

WHEREAS, Upper Dublin Township

("Applicant") desires to undertake the following project

Virginia Drive Road Diet & Trail; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

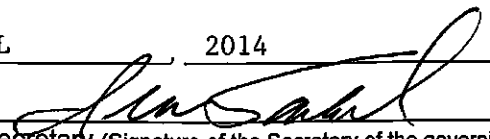
WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of Township Manager.
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the
Board of Commissioners of Upper Dublin Township
(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 8TH day of APRIL, 2014


Secretary (Signature of the Secretary of the governing body)
IRA S. TACKEL, PRESIDENT BOARD OF COMMISSIONERS

DCNR USE ONLY

Project Number: _____

RESOLUTION NO. 14-2162

RESOLUTION TO DECLARE INTENT TO DISCONTINUE, ABANDON AND VACATE A PORTION OF THE RIGHT-OF-WAY OF LEWISVILLE DRIVE THAT HAD FORMED A TEMPORARY CUL-DE-SAC AT THE FORMER EASTERN TERMINUS OF LEWISVILLE DRIVE AT THE POINT WHERE LEWISVILLE DRIVE WAS EXTENDED EAST TO THE TWELVE LOT SUBDIVISION DEVELOPED ON A TRACT OF LAND KNOWN AS THE LOEB TRACT.

WHEREAS, the Board of Commissioners of Upper Dublin Township, on its own motion, finds that the subject street right-of-way of Lewisville Drive that had formed a temporary cul-de-sac at the former eastern terminus of Lewisville Drive can be vacated without detriment to the public interests because of the extension of Lewisville Drive east beyond the cul-de-sac; and

WHEREAS, it appears to the Board of Commissioners to be in the best interests of Upper Dublin Township and the residents therein that said right-of-way forming part of a former temporary cul-de-sac at the former eastern terminus of Lewisville Drive can be vacated, provided that said vacation does not affect the right of any public utility to continue to maintain its plant and equipment in said right-of-way.

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

1. The Board of Commissioners of Upper Dublin Township intend to vacate the street right-of-way for a portion of Lewisville Drive, more particularly described by the cul-de-sac abandonment plan attached hereto as Exhibit "A" and the legal descriptions of cul-de-sac abandonment attached hereto as Exhibits "B", "C", and "D", and containing a total area of approximately 3,126.34 square feet.

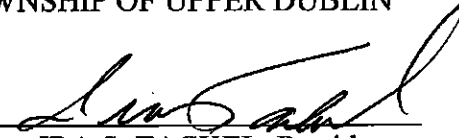
2. The vacation shall not negatively affect any existing right-of-ways or easements of any property owners or the right of any public utility to continue to maintain existing plant and equipment in the street right-of-way.

3. A Public Hearing shall be held in the Township Building, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, on the 13th day of May, 2014 at 6:45 p.m., when and where all parties interested may meet and be heard with respect to the vacating of said street right-of-way.

4. Notice of said Hearing shall be published as is customary and mailed to the affected property owners, which notice shall state the time and place of the Hearing.

RESOLVED, this 8th day of April, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
IRA S. TACKEL, President

ATTEST:

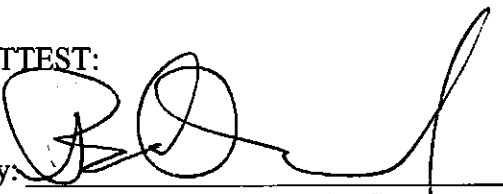
By: 
PAUL A. LEONARD, Secretary

Exhibit "A"

Plan

Exhibit "B"

Legal Description

**Lands now or formerly of Siddharth and Usha Sagreiva
(Block 4G, Unit 28)**

Job Number: 97-1007d
Job Name: Loeb Tract
Date: 8/16/2006
File Name: Cul-De-Sac Aband. Sagreiya



**Legal Description of a Temporary Cul-De-Sac to be abandoned
to lands now or formerly of
Siddharth & Usha Sagreiya (Block 4G, Unit 28)**

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Record Plan entitled Loeb Tract, prepared by Woodrow & Associates, Inc., dated December 22, 2004, last revised June 30, 2006 and to be recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT on the southerly legal right of way line of Lewisville Drive, said point being the common property corner between lands now or formerly of Neil H. & Ellen Feinstein (Block 4G, Unit 29) and said lands of Sagreiya and being further located North 58 degrees 53 minutes 50 seconds West, a distance of 126.46 feet from the point of intersection of the common property line between lands now or formerly of the Loeb Tract (Block 4A, Units 6 & 26) and said lands now or formerly of Neil H. & Ellen Feinstein (Block 4G, Unit 29) with the southerly legal right of way line of Lewisville Drive (Extension), being 50 feet wide at this point;

THENCE, leaving said beginning point and along the common property line between said lands of Feinstein & Sagreiya, South 31 degrees 04 minutes 25 seconds West, a distance of 0.25 feet, to a point on the southerly former right of way line, to be abandoned, of the terminus cul-de-sac bulb of Lewisville Drive;

THENCE, along said southerly former right of way line and along an arc of a circle curving to the left, having a radius of 30.00 feet, an arc distance of 3.86 feet, being subtended by a chord bearing of North 55 degrees 13 minutes 10 seconds West and a chord distance of 3.86 feet, to a point of tangent on the southerly existing legal right of way line of Lewisville Drive, being 50 feet wide at this point;

1. THENCE, along said southerly newly established right of way line of Lewisville Drive, South 58 degrees 53 minutes 50 seconds East, a distance of 3.85 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.32 Square Feet / 0.0000 Acres.



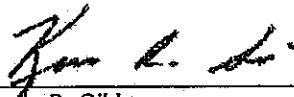
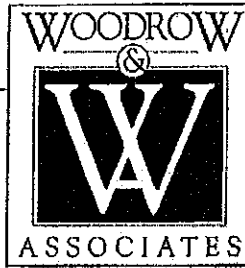

Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

Exhibit "C"

Legal Description

**Lands now or formerly of Neil H. and Ellen Feinstein
(Block 4G, Unit 29)**

Job Number: 97-1007d
Job Name: Loeb Tract
Date: 8/16/2006
File Name: Cul-De-Sac Aband. Feinstein



**Legal Description of a Temporary Cul-De-Sac to be abandoned
to lands now or formerly of
Neil H. & Ellen Feinstein (Block 4G, Unit 29)**

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Record Plan entitled Loeb Tract, prepared by Woodrow & Associates, Inc., dated December 22, 2004, last revised June 30, 2006 and to be recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT on the southerly legal right of way line of Lewisville Drive, said point being further located North 58 degrees 53 minutes 50 seconds West, a distance of 28.91 feet from the point of intersection of the common property line between lands now or formerly of the Loeb Tract (Block 4A, Units 6 & 26) and lands now or formerly of Neil H. & Ellen Feinstein (Block 4G, Unit 29) with the southerly legal right of way line of Lewisville Drive (Extension), being 50 feet wide at this point;

THENCE, leaving said beginning point and along the southerly former right of way line, to be abandoned, of the terminus cul-de-sac bulb of Lewisville Drive, the following two (2) courses and distances:


1. Along an arc of a circle curving to the right having a radius of 50.00 feet, an arc distance of 93.00 feet, being subtended by a chord bearing of North 65 degrees 36 minutes 47 seconds West and a chord distance of 80.16 feet, to a point of reverse curve;
2. Along an arc of a circle curving to the left, having a radius of 30.00 feet, an arc distance of 20.52 feet, being subtended by a chord bearing of North 31 degrees 55 minutes 40 seconds West and a chord distance of 20.13 feet, to a point on the common property line between said lands of Feinstein and lands now or formerly of Siddharth & Usha Sagreiya (Block 4G, Unit 28);

THENCE, along said common property line between said lands of Feinstein & Sagreiya, North 31 degrees 04 minutes 25 seconds East, a distance of 0.25 feet, to a point on the southerly newly established legal right of way line of Lewisville Drive;

1. THENCE, along said southerly new established legal right of way line of Lewisville Drive, South 58 degrees 53 minutes 50 seconds East, a distance of 97.55 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 1,562.80 Square Feet / 0.0359 Acres.




Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

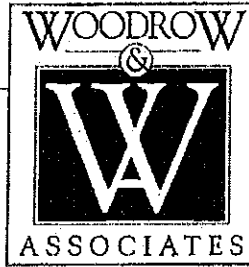
Municipal/Civil Consulting Engineers
Suite 5 • 1108 North Bethlehem Pike • Lower Gwynedd, PA 19002
Phone: 215-542-5648 • Fax 215-542-5679
Established 1996

Exhibit "D"

Legal Description

**Lands now or formerly of Peter J. and Doreen K. McNutt
(Block 4G, Unit 30)**

Job Number: 97-1007d
Job Name: Loeb Tract
Date: 8/16/2006
File Name: Cul-De-Sac Aband. McNutt



**Legal Description of a Temporary Cul-De-Sac to be abandoned
to lands now or formerly of
Peter J. & Doreen K. McNutt (Block 4G, Unit 30)**

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Record Plan entitled Loeb Tract, prepared by Woodrow & Associates, Inc., dated December 22, 2004, last revised June 30, 2006 and to be recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT of intersection of the northerly legal right of way line of Lewisville Drive, being 50 feet wide at this point, with the common property line between lands now or formerly of the Loeb Tract (Block 4A, Units 6 & 26) and lands now or formerly of Peter J. & Doreen K. McNutt (Block 4G, Unit 30);


THENCE, leaving said beginning point and along the northerly newly established right of way line of Lewisville Drive, North 58 degrees 53 minutes 50 seconds West, a distance of 101.40 feet, to a point of curve;

THENCE, along the northerly former legal right of way line, to be abandoned, the following two (2) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 30.00 feet, an arc distance of 24.38 feet, being subtended by a chord bearing of South 82 degrees 10 minutes 56 seconds East and a chord distance of 23.72 feet, to a point of reverse curve:
1. Along an arc of a circle curving to the right, having a radius of 50.00 feet, an arc distance of 93.00 feet, being subtended by a chord bearing South 52 degrees 10 minutes 50 seconds East and a chord distance of 80.16 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 1,563.22 Square Feet / 0.0359 Acres.




Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

RESOLUTION NO. 14-2163

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Multimodal Transportation Fund grant of \$3,000,000.00 from the Pennsylvania Department of Transportation to be used for the Fort Washington Cross County Trail & Road Diet.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 10, 2014 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 07th day of June, 2014.

Upper Dublin Township
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: Ira S. Tackel
Ira S. Tackel, President

Paul A. Leonard
Secretary, Paul A. Leonard

RESOLUTION NO. 14-2164

**RESOLUTION TO ACCEPT TWO (2) DEEDS OF DEDICATION
FOR TWO (2) TRAFFIC SIGNAL EASEMENTS**

WHEREAS, the Board of Commissioners of Upper Dublin Township ("Grantee") has received Deeds of Dedication for Traffic Signal Easements from MICHAEL and WENDY BLUM and GARY M. and JOAN M. KENDRA (collectively "Grantors"), for the properties more fully described below:

1. 898 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01846-00-8 ("Blum Property"), dated May 2, 2014, a copy of which is attached hereto as Exhibit "A"; and
2. 834 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01945-00-8 ("Kendra Property"), dated February 27, 2014, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, Grantors desire to grant an easement and right-of-way over a portion of their property as set forth on that certain plot plan attached to their deed of dedication for the purpose of allowing Grantee to construct and maintain traffic signals and associated facilities at the intersection of Bell Lane and Limekiln Pike; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Easements will be 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 Easements more fully described as set forth on Exhibits "A" and "B" are hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 10th day of June, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Ira S. Tackel, President

ATTEST.


Paul A. Leonard, Secretary/Township Manager

EXHIBIT "A"

"Blum Deed of Dedication For Traffic Signal Easement"

Prepared by: **Gilbert P. High, Jr., Esquire**
High Swartz LLP
40 East Airy Street
Norristown, PA 19401

Return to: **Gilbert P. High, Jr., Esquire**
High Swartz LLP
40 East Airy Street
Norristown, PA 19401

Parcel No.: **54-00-01846-00-8**

**DEED OF DEDICATION
FOR TRAFFIC SIGNAL EASEMENT**

BETWEEN

GRANTOR: MICHAEL BLUM and WENDY BLUM

GRANTEE: UPPER DUBLIN TOWNSHIP

DATED: May 2, 2014

**DEED OF DEDICATION
FOR TRAFFIC SIGNAL EASEMENTS**

THIS DEED OF DEDICATION made this 2nd day of May, 2014 between MICHAEL BLUM and WENDY BLUM, 898 Bell Lane, Maple Glen, PA 19002 (together, "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 the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has dedicated, granted, and confirmed, and by these presents does dedicate, grant, and confirm unto the Grantee, its successors and assigns, an easement and right-of-way over ALL THAT CERTAIN parcel situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania, identified as 898 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01846-00-8, said easement area to include the land described as set forth in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the aforesaid easement over all the land described in Exhibit "A" 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, as and for the construction and maintenance of a traffic signal and associated facilities, including the right to construct, maintain and repair the easement areas and the traffic signal facilities erected thereon or to be erected thereon, and to cause others to do the same, and the further right to remove trees,

bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns, by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction and maintenance of a traffic signal and associated facilities and work as now established by the Grantee, and if such traffic signal work 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 construction and maintenance of a traffic signal and associated facilities as established or confirmed by the said Grantee.

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 traffic signal easement above 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.

[INTENTIONALLY LEFT BLANK]

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.

GRANTOR

Michael Blum
Michael Blum

WITNESS:

Susan A. Kraynik
Susan A. Kraynik

Wendy Blum
Wendy Blum

WITNESS:

Susan A. Kraynik
Susan A. Kraynik

Accepted by Resolution No. 14-2104 of the Board of Commissioners of the TOWNSHIP OF
UPPER DUBLIN, the 10th day of June, 2014

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this, the 2nd day of May, 2014, before me the undersigned officer, personally appeared Michael Blum, who acknowledged that he is an owner of the property identified as 898 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01846-00-8, and that as such owner, being authorized to do so, he executed the foregoing Deed of Dedication 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.

Debra L Ritter
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra L. Ritter, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this, the 2nd day of May, 2014, before me the undersigned officer, personally appeared Wendy Blum, who acknowledged that she is an owner of the property identified as 898 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01846-00-8, and that as such owner, being authorized to do so, she executed the foregoing Deed of Dedication 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

Debra L Ritter
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra L. Ritter, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

"Traffic Signal Easement Plan"

RECORD
PLAN
NORTH

of Limekiln Pike - S.R. 0152

PERMANENT EASEMENT
FOR TRAFFIC SIGNAL - SEE SUB SKETCH

R=10.00'
A=15.71'

503°03'15"W 175.63'

341°29'20"W
91.48'

LOT 1 - "COLLEGE VIEW"
SUBDIVISION, DEED BOOK 5211
PAGE 985

of BELL LANE
(50' WIDE)

N 86°56'45"W

503°03'15"W 227.48'

S 63°12'45"E
74.83'

of LIMEKILN
PIKE
SR 0152, SEG. 0130
OFF. 1273

SUB-SKETCH
SCALE: 1"=20'

NOTE: TRAFFIC SIGNAL ESMT.
OVERLAPS PREVIOUSLY ACQUIRED
PUBLIC SIDEWALK EASEMENT
ALONG W. SIDE SR 0152
(NOT SHOWN)

SEG. 0130
⊕1238
30' LT.

R/W

SEG. 0130
⊕1230
30' LT.

SEG. 0130
⊕1248.6
40' LT.

SEG. 0130
⊕248.5
47' LT.

PLOT PLAN OF PROPERTY
BLOCK 4C, U19 MONTG. CTY.
PARCEL NO. 54-0001846 00-8

#898 BELL LANE
MAPLE GLEN, PA. 19002

RECORD OWNERS - MICHAEL + WENDY
BLUM

SCALE: AS NOTED DATE: 1/24/14

EXHIBIT "B"

"Traffic Signal Easement Description"

**DESCRIPTION OF PROPERTY, PERMANENT EASEMENT FOR TRAFFIC
SIGNAL ON LANDS OF BLOCK 4C, Unit 19, #898 BELL LANE**

ALL THAT CERTAIN lot or piece of land known as "permanent easement for traffic signal" as shown on "plot plan of property, Block 4C, Unit 19" dated January 24, 2014.

SITUATE in the township of Upper Dublin, Montgomery County, Pennsylvania, bound and described as follows to wit:

BEGINNING at a point on the west side of Limekiln Pike, S.R. 0152 said point being a point of tangent of a curve as shown on the original plan of College View having radius of ten feet (10.00') and arc distance of fifteen and seventy one one hundredths feet (15.71') from the point of curve which connects the west side of Limekiln Pike to the south side of Bell Lane on lot 1 of the "College View subdivision," said point being forty Feet (40') left of segment 0130, offset 1248.5', S.R. 0152 THENCE the following four (4) courses and distances.

- 1) Westerly to segment 0130, offset 1248.5'. 47' LT.
- 2) Southeasterly to segment 0130, offset 1230, 30' LT.
- 3) Northerly to segment 0130, offset 1238, 30' LT.
- 4) Along the arc of a circle curving left having radius of ten and no one hundredths feet (10.00') the arc distance of fifteen and seventy one one hundredths feet to the first mentioned point and place of beginning

INTENDING to describe a permanent easement for traffic signal on lands of Block 4C, Unit 19, in favor of Upper Dublin Township.

EXHIBIT "B"

"Kendra Deed of Dedication For Traffic Signal Easement"

Prepared by: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19401

Return to: Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19401

Parcel No.: 54-00-01945-00-8

**DEED OF DEDICATION
FOR TRAFFIC SIGNAL EASEMENT**

BETWEEN

GRANTOR: GARY M. KENDRA and JOAN M. KENDRA

GRANTEE: UPPER DUBLIN TOWNSHIP

DATED: February 27, 2014

**DEED OF DEDICATION
FOR TRAFFIC SIGNAL EASEMENTS**

THIS DEED OF DEDICATION made this 27th day of February, 2014 between GARY M. KENDRA and JOAN M. KENDRA, 834 Bell Lane, Maple Glen, PA 19002 (together, "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 the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has dedicated, granted, and confirmed, and by these presents does dedicate, grant, and confirm unto the Grantee, its successors and assigns, an easement and right-of-way over ALL THAT CERTAIN parcel situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania, identified as 834 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01945-00-8, said easement area to include the land described as set forth in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the aforesaid easement over all the land described in Exhibit "A" 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, as and for the construction and maintenance of a traffic signal and associated facilities, including the right to construct, maintain and repair the easement areas and the traffic signal facilities erected thereon or to be erected thereon, and to cause others to do the same, and the further right to remove trees,

bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns, by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction and maintenance of a traffic signal and associated facilities and work as now established by the Grantee, and if such traffic signal work 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 construction and maintenance of a traffic signal and associated facilities as established or confirmed by the said Grantee.

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 traffic signal easement above 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.

[INTENTIONALLY LEFT BLANK]

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.

GRANTOR

Gary M. Kendra
Gary M. Kendra

WITNESS:

Allison Pimm
Allison Pimm

Joan M. Kendra
Joan M. Kendra

WITNESS:

Cheryl Mitrazik
Cheryl Mitrazik

Accepted by Resolution No. 14-2164 of the Board of Commissioners of the TOWNSHIP OF
UPPER DUBLIN, the 10th day of June, 2014

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this, the 27th day of February, 2014, before me the undersigned officer, personally appeared Gary M. Kendra, who acknowledged that he is an owner of the property identified as 834 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01945-00-8, and that as such owner, being authorized to do so, he executed the foregoing Deed of Dedication 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.

Debra L. Ritter
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra L. Ritter, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this, the 27th day of February, 2014, before me the undersigned officer, personally appeared Joan M. Kendra, who acknowledged that she is an owner of the property identified as 834 Bell Lane, Maple Glen, PA 19002, Montgomery County Tax Parcel No. 54-00-01945-00-8, and that as such owner, being authorized to do so, she executed the foregoing Deed of Dedication 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

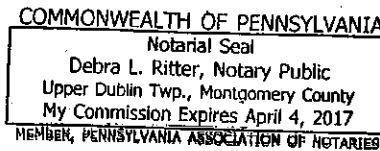
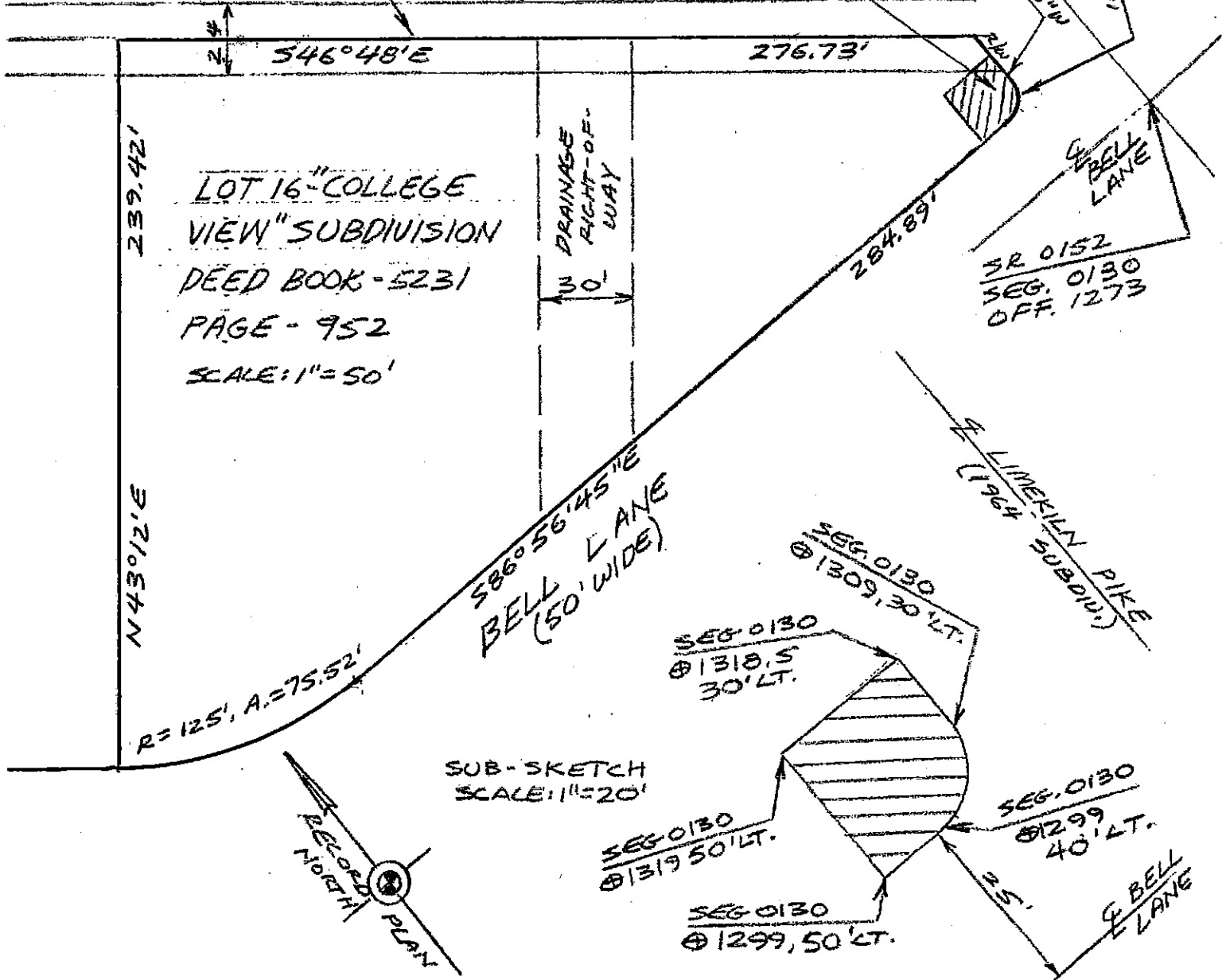


EXHIBIT "A"

"Traffic Signal Easement Plan"

24 FT. WIDE FARM
LANE AS SHOWN ON
ORIGINAL SUBDIU.
PLAN

PERMANENT
EASEMENT FOR
TRAFFIC SIGNAL
(SEE SUB SKETCH)



PLOT PLAN OF PROPERTY
BLOCK 4C, U 01, MONTG. CTY.
PARCEL NO. 54-0001945 00-8
#834 BELL LANE
MAPLE GLEN, PA. 19002
RECORD OWNERS-GARY M. & JOAN M.
KENDRA

SCALE: AS NOTED DATE: 1/24/14

EXHIBIT "B"

"Traffic Signal Easement Description"

**DESCRIPTION OF PROPERTY, PERMANENT
EASEMENT FOR TRAFFIC SIGNAL ON LANDS
OF BLOCK 4C, UNIT 01, #834 BELL LANE**

ALL THAT CERTAIN lot or piece of land known as "permanent easement for traffic signal" as shown on "plot plan of property, Block 4C, Unit 01" prepared by Upper Dublin Township dated January 24, 2014.

SITUATE in the township of Upper Dublin, Montgomery County, Pennsylvania, bound and described as follows to wit:

BEGINNING at a point on the west side of Limekiln Pike, S.R. 0152, said point being the point of tangent of a curve as shown on the original plan of subdivision of College View, having radius of 10.00' and arc distance of 15.71' from the point of curve which connects the west side of Limekiln Pike to the north side of Bell Lane on lot 16 of the College View subdivision, said point being forty feet (40 ft.) left of segment 0130.offset 1299, S.R. 0152 THENCE the following five (5) courses and distances.

- 1) Westerly to Segment 0130, offset 1299, 50'LT.
- 2) Northerly to Segment 0130, offset 1319, 50' LT.
- 3) Easterly to Segment 0130, offset 1318.5, 30' LT.
- 4) Southerly to Segment 0130, offset 1309, 30'LT.
- 5) Along the arc of a circle curving right, having radius of ten feet (10.00') the arc distance of fifteen and seventy one one hundredths feet (15.71') to the first mentioned point and place of beginning.

Intending to describe a permanent easement for traffic signal on lands of Block 4C, Unit 01 in favor of Upper Dublin Township.

**TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS**

RESOLUTION

NO. 14-2165

A RESOLUTION TO APPROVE AMENDMENT OF THE REIMBURSEMENT AGREEMENT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES AND THE TOWNSHIP OF UPPER DUBLIN FOR WORK ASSOCIATED WITH THE ARDSLEY DRAINAGE CHANNEL FLOOD CONTROL PROJECT

WHEREAS, serious flooding and flood damages recur along an unnamed tributary to Sandy Run in the Township of Upper Dublin ("Township") endangering the public health and welfare; and

WHEREAS, the aforementioned unnamed tributary to Sandy Run is known locally in Upper Dublin as the Ardsley Drainage Channel; and

WHEREAS, the Department of Environmental Protection of the Commonwealth of Pennsylvania ("DEP") proposed and designed, and Upper Dublin reviewed and approved, a flood protection project consisting of a reinforced concrete rectangular open channel and concrete box culvert as shown and described by Project No. DGS 181-15, Ardsley Drainage Channel Flood Control Project, Rights-of-Way Acquisition, Drawings Numbered 1.1R through 1.6R (the "Project"); and

WHEREAS, the Township and DEP entered into a Sponsorship Agreement on April 21, 2003; said Sponsorship Agreement setting forth the Project responsibilities of DEP and the Township whereby DEP agreed to perform the construction work for the Project and the Township agreed to make reimbursement for certain costs and to assume ownership and control of the completed work; and

WHEREAS, upon DEP advising that the Project had been completed, DEP requested reimbursement in the amount of \$897,042.45; and

WHEREAS, upon inspection of the Project, the Township disputed the quality of the workmanship, foreseeing the need to expend Township resources on the future maintenance of portions of the Project; and

WHEREAS, DEP has offered to reduce the amount of the requested reimbursement by \$223,726 to allow for the future replacement of portions of the Project by the Township; and

WHEREAS, the offer of the DEP is acceptable to the Township.

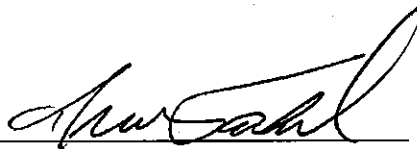
NOW, THEREFORE, in consideration of the Project and of the benefits to be derived by the Township from the Project, **BE IT RESOLVED** by the Board of Commissioners as follows:

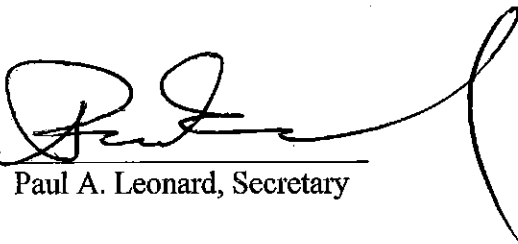
1. The Township agrees that the amount of reimbursement owing to DEP shall be reduced by the amount of \$223,726.00 from \$897,042.45 to \$673,316.45. The Township has heretofore made payment to DEP of \$569,335.64, leaving a balance due and owing to DEP of \$103,980.81, payment of which is hereby authorized.

2. The President of the Upper Dublin Board of Commissioners is authorized to execute any necessary amendment to the Reimbursement Agreement with DEP and the Township Manager is authorized to accept the settlement proposal submitted by DEP in full settlement of all claims.

RESOLVED, this 10th day of June, 2014, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Ira S. Tackel, President

Attest: 
Paul A. Leonard, Secretary

RESOLUTION

NO. 14-2166

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN APPROVING THE SALE OF 214 SUMMIT AVENUE -- "LOT 1", FORT WASHINGTON, UPPER DUBLIN TOWNSHIP, BEING PREVIOUSLY DESIGNATED AS MONTGOMERY COUNTY TAX PARCEL NO. 54-00-14644-00-8, TO DENNIS R. WILLIAMS, INC.

WHEREAS, the Township of Upper Dublin ("Township") owns two building lots, Lot 1 and Lot 2, each with dimensions of approximately 75 feet x. 190 feet, and having been part of a larger parcel of land formerly occupied by a firehouse used by the Fort Washington Fire Company which was situated at 220 Summit Avenue, Fort Washington, Upper Dublin Township, and which was previously designated as Montgomery County Tax Parcel No. 54-00-14644-00-8 (the "Property"); and

WHEREAS, the Property was acquired by the Township of Upper Dublin from the Fort Washington Fire Company No. 1 by deed dated May 23, 1955, and recorded June 16, 1955, with the Montgomery County Recorder of Deeds at Deed Book 2582, Page 393; and

WHEREAS, the Property was used by the Fort Washington Fire Company until 2012 when the Township completed construction of a new firehouse and the Fort Washington Fire Company relocated to the new facility; and

WHEREAS, the Property is situated in the Township's B-1 Residential zoning district which permits, inter alia, single-family detached housing by right;

WHEREAS, the Township demolished and removed the former firehouse from the Property in 2013;

WHEREAS, the Township prepared, approved and recorded a two-lot subdivision plan for the Property, which plan was recorded with the Montgomery County Recorder of Deeds on March 26, 2014, at Plan Book 0040, Page No. 00301 as The Minor Subdivision Plan of 220 Summit Avenue; and

WHEREAS, the two lots are now known as 214 Summit Avenue – Lot 1 and 218 Summit Avenue – Lot 2; and

WHEREAS, the Township requested separate sealed written bids for the purchase of 214 Summit Avenue -- Lot 1 and 218 Summit Avenue -- Lot 2, with the bidder having the option to bid on one or both of the lots with the understanding that the Township intended to separately sell 214 Summit Avenue -- Lot 1 and 218 Summit Avenue -- Lot 2; and

WHEREAS, the Township advertised for sealed bids for the purchase of 214 Summit Avenue -- Lot 1 with Bid Documents consisting of the following items: Notice of Public Sale by Sealed Bid ("Bid Notice"), Instructions to Bidders, Agreement for the Sale of Real Estate, and the Minor Subdivision Plan; and

WHEREAS, the Township reserved the right to reject any and all bids that it received for 214 Summit Avenue – Lot 1, and to accept a bid, waiving any and all technicalities; and

WHEREAS, the Township intended to enter into an Agreement for the Sale of Real Estate with the person or entity submitting the highest responsive bid; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on June 26, 2014 at 10:00 a.m.; and

WHEREAS, bids were received in the following amounts from the following bidders:

Dennis R. Williams, Inc.	\$161,200.00
Mastroni Brothers, Inc.	\$153,000.00

James Sheridan	\$127,000.00
Michael & Linda LLC (Evans)	\$115,200.00
Paone Associates, Inc.	\$112,000.00

WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find Dennis R. Williams, Inc. to be the highest responsive bidder and award the sale of 214 Summit Avenue – Lot 1 to Dennis R. Williams, Inc.; and

WHEREAS, the Board of Commissioners hereby finds that Dennis R. Williams, Inc. is the highest responsive bidder for the purchase of 214 Summit Avenue – Lot 1.

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

1. The Township incorporates by reference the above recitation as if fully set forth herein.
2. The sale of the property located at 214 Summit Avenue – Lot 1, Fort Washington, Upper Dublin Township, as shown on The Minor Subdivision Plan of 220 Summit Avenue, which plan is recorded with the Montgomery County Recorder of Deeds at Plan Book 0040, Page No., is hereby authorized to be made by the Township to Dennis R. Williams, Inc. pursuant to the terms of the Bid Documents and this Resolution and for a Purchase Price of One Hundred and Sixty-One Thousand, Two Hundred Dollars (\$161,200.00).
3. 214 Summit Avenue – Lot 1 is to be sold “as is,” without further physical improvement by the Township, and in accordance with the Bid Documents; and
4. Settlement shall take place no later than sixty (60) days from the date of this Resolution, and the Agreement for the Sale of Real Estate, 214 Summit Avenue – Lot 1

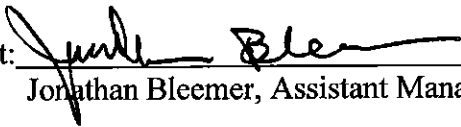
("Purchase Agreement"), prepared by the Township Solicitor, must be entered into within fifteen (15) days of the date of this Resolution.

5. The appropriate officers of the Township are authorized to take such actions as may be necessary to carry out the intent of this Resolution, and the Township Manager is hereby authorized and directed to execute the Purchase Agreement for the sale of 214 Summit Avenue -- Lot 1 in the amount of the Purchase Price, subject to completing settlement and closing requirements.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this ^{8th} day of July, 2014.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Jonathan Bleemer, Assistant Manager

RESOLUTION

NO. 14-2167

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN APPROVING THE SALE OF 218 SUMMIT AVENUE -- "LOT 2", FORT WASHINGTON, UPPER DUBLIN TOWNSHIP, BEING PREVIOUSLY DESIGNATED AS MONTGOMERY COUNTY TAX PARCEL NO. 54-00-14644-00-8, TO DENNIS R. WILLIAMS, INC.

WHEREAS, the Township of Upper Dublin ("Township") owns two building lots, Lot 1 and Lot 2, each with dimensions of approximately 75 feet x. 190 feet, and having been part of a larger parcel of land formerly occupied by a firehouse used by the Fort Washington Fire Company which was situated at 220 Summit Avenue, Fort Washington, Upper Dublin Township, and which was previously designated as Montgomery County Tax Parcel No. 54-00-14644-00-8 (the "Property"); and

WHEREAS, the Property was acquired by the Township of Upper Dublin from the Fort Washington Fire Company No. 1 by deed dated May 23, 1955, and recorded June 16, 1955, with the Montgomery County Recorder of Deeds at Deed Book 2582, Page 393; and

WHEREAS, the Property was used by the Fort Washington Fire Company until 2012 when the Township completed construction of a new firehouse and the Fort Washington Fire Company relocated to the new facility; and

WHEREAS, the Property is situated in the Township's B-1 Residential zoning district which permits, inter alia, single-family detached housing by right;

WHEREAS, the Township demolished and removed the former firehouse from the Property in 2013;

WHEREAS, the Township prepared, approved and recorded a two-lot subdivision plan for the Property, which plan was recorded with the Montgomery County Recorder of Deeds on March 26, 2014, at Plan Book 0040, Page No. 00301 as The Minor Subdivision Plan of 220 Summit Avenue; and

WHEREAS, the two lots are now known as 214 Summit Avenue – Lot 1 and 218 Summit Avenue – Lot 2; and

WHEREAS, the Township requested separate sealed written bids for the purchase of 214 Summit Avenue -- Lot 1 and 218 Summit Avenue -- Lot 2, with the bidder having the option to bid on one or both of the lots with the understanding that the Township intended to separately sell 214 Summit Avenue -- Lot 1 and 218 Summit Avenue -- Lot 2; and

WHEREAS, the Township advertised for sealed bids for the purchase of 218 Summit Avenue -- Lot 2 with Bid Documents consisting of the following items: Notice of Public Sale by Sealed Bid ("Bid Notice"), Instructions to Bidders, Agreement for the Sale of Real Estate, and the Minor Subdivision Plan; and

WHEREAS, the Township reserved the right to reject any and all bids that it received for 218 Summit Avenue – Lot 2, and to accept a bid, waiving any and all technicalities; and

WHEREAS, the Township intended to enter into an Agreement for the Sale of Real Estate with the person or entity submitting the highest responsive bid; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on June 26, 2014 at 10:00 a.m.; and

WHEREAS, bids were received in the following amounts from the following bidders:

Dennis R. Williams, Inc.	\$161,200.00
Mastroni Brothers, Inc.	\$153,000.00

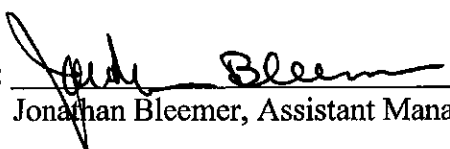
("Purchase Agreement"), prepared by the Township Solicitor, must be entered into within fifteen (15) days of the date of this Resolution.

5. The appropriate officers of the Township are authorized to take such actions as may be necessary to carry out the intent of this Resolution, and the Township Manager is hereby authorized and directed to execute the Purchase Agreement for the sale of 218 Summit Avenue - - Lot 2 in the amount of the Purchase Price, subject to completing settlement and closing requirements.

THIS RESOLUTION IS DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 8th day of July, 2014.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Ira S. Tackel, President

Attest: 
Jonathan Bleemer, Assistant Manager

RESOLUTION NO. 14-2168

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Local Share Account Fund (Gaming Fund) Montgomery County grant of \$200,000.00 from the Pennsylvania Department of Community and Economic Development to be used for the Rapp Run Bridge Replacement.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.


I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held July 8, 2014 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

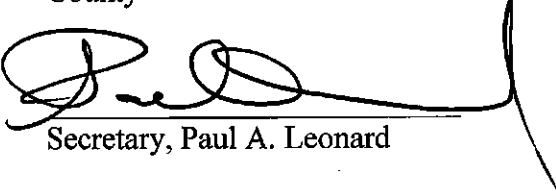
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of July, 2014.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: 
Ira S. Tackel, President


Secretary, Paul A. Leonard

RESOLUTION NO. 14-2169

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Watershed Restoration and Protection (WRPP) grant of \$300,000.00 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for Stream Bank and Channel Restoration, impaired reach restoration, water quality improvement, and riparian vegetation.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held July 8, 2014 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

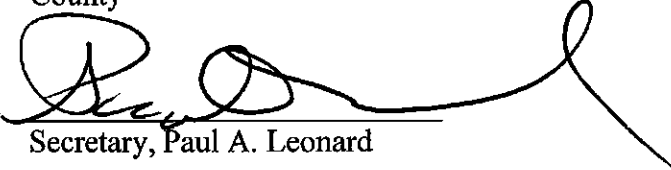
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of July, 2014.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: 
Ira S. Tackel, President


Secretary, Paul A. Leonard

RESOLUTION NO. 14-2170

RESOLUTION TO ACCEPT DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS CONCERNING STORMWATER FACILITIES, DRAINAGE AND STORMWATER EASEMENT AGREEMENTS, EXTINGUISHMENT OF ACCESS EASEMENTS, AND ACCESS EASEMENT AGREEMENT

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from the School District of Upper Dublin (hereinafter "Grantor") a Declaration of Covenants, Easements and Restrictions Concerning Stormwater Facilities ("North Parcel") for the property located at 800 Loch Alsh Avenue, Fort Washington, Montgomery County, Pennsylvania, identified as Montgomery County Tax Parcel No. 54-00-10807-002 (hereinafter "the Property"), more fully described in Exhibit "A" attached hereto (hereinafter "Easement Agreement"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from the School District of Upper Dublin (hereinafter "Grantor") a Drainage and Storm Sewer Easement Agreement (20' Wide Storm Easement "G1") for the Property, more fully described in Exhibit "B" attached hereto (hereinafter "Storm Sewer Easement G1"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from the School District of Upper Dublin (hereinafter "Grantor") a Drainage and Storm Sewer Easement Agreement (20' Wide Storm Sewer Easement "D1") for the Property, more fully described in Exhibit "C" attached hereto (hereinafter "Storm Sewer Easement D1"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from the School District of Upper Dublin (hereinafter "Grantor") an Extinguishment of Access Easements (B1 & B2 on Easement Plan) for the Property, more fully described in Exhibit "D" attached hereto (hereinafter "Extinguishment Agreement"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from the School District of Upper Dublin (hereinafter "Grantor") an Access Easement Agreement (Variable Width Permanent Access Easement "A") for the Property, more fully described in Exhibit "E" attached hereto (hereinafter "Access Agreement"); and

WHEREAS, the Board of Commissioners has heretofore approved a Land Development Plan filed by or on behalf of Grantor showing the access, restrictions and easements for the stormwater and storm sewer system for the Property, which Land Development Plan was prepared by CMX, dated May 29, 2007, and last revised June 1, 2008, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania at Plan Book 31, page 460 et seq. (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Easement Agreement, Storm Sewer Easement G1, Storm Sewer Easement D1, Extinguishment Agreement, and Access Agreement so that the stormwater and storm sewer system for the Property is properly inspected and maintained by Grantor and by Upper Dublin Township.

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

1. The Easement Agreement, Storm Sewer Easement G1, Storm Sewer Easement D1, Extinguishment Agreement, and Access Agreement for the Property, offered to the Township by Grantor, as more specifically described in attached Exhibits "A," "B," "C", "D", and "E", are accepted.

RESOLVED, this 8th day of July, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

By: _____

Ira S. Tackel, President


Jonathan Bleemer, Assistant Manager

Exhibit "A"

Easement Agreement

Prepared By: Marjorie A. Brown, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No.: 54-00-10807-002

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
CONCERNING STORMWATER FACILITIES
("NORTH PARCEL")

THIS EASEMENT AGREEMENT is made this 12th day of June, 2014,
by and between **THE SCHOOL DISTRICT OF UPPER DUBLIN**, a Pennsylvania public
school district with offices situate at 1580 Fort Washington Avenue, Maple Glen, Montgomery
County, Pennsylvania (hereinafter referred to as "Grantor"), and **THE TOWNSHIP OF**
UPPER DUBLIN, a Township of the First Class with offices situate at 801 Loch Alsh Avenue,
Fort Washington, Montgomery County, Pennsylvania (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor is the owner of a certain parcel of land situate at 800 Loch Alsh Avenue
(the "North Parcel"), Fort Washington, Montgomery County, Pennsylvania, identified as
Montgomery County Tax Parcel No. 54-00-10807-002 (hereinafter referred to as the
"Property"), on which Grantor has constructed certain improvements as more particularly
described and depicted on certain plans entitled "Final Land Development Plans dated May 29,
2007 and last revised June 1, 2008 as prepared by CMX, Sheets 1 thru 92, together with Site

Lighting Plans prepared by Snyder Hoffman Associates, Inc. set forth on sheets 93 thru 98, together with Highway Occupancy Permit Plans prepared by McMahon Associates, Inc. set forth on sheets 100 thru 111, and together with Area Drainage Plans set forth on sheets 1 thru 3 and sheets 1 thru 9 and recorded in the Montgomery County Recorder of Deeds Office in Plan Book 31 at Page 460 et seq. (hereinafter referred to as the "Plans").

B. Grantor has constructed certain stormwater detention basins, storm sewers, seepage beds and surface swales to collect or carry stormwater as well as facilities related thereto upon the Property described in Paragraph "A" above and in accordance with the zoning, subdivision and land development ordinances of the Township.

C. On behalf of itself, its successors and assigns, Grantor has agreed that the future responsibility for maintenance and/or repair of all surface and subsurface stormwater facilities (located outside of legal rights of way) shall be placed upon the owner of the Property where such stormwater facilities are located in order to insure the proper and adequate drainage of stormwater from the Property.

D. Grantee desires to obtain easements over all portions of the Property described in Exhibit "A" attached hereto which are denominated as detention basins, drainage easements, and storm sewer easements for purposes of acquiring the right to enter upon the Property and to inspect, maintain, repair and/or replace all stormwater drainage facilities (when and if necessary), whether surface or subsurface and notwithstanding whether the primary responsibility for maintenance of such facilities is the obligation of Grantee or the obligation of the Grantor, its successors and assigns (hereinafter referred to as the "Easement").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the Township's grant of final approval of the plans described in

Paragraph "A" above and the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **MAINTENANCE OF ALL SURFACE AND SUBSURFACE STORMWATER DRAINAGE FACILITIES BY GRANTOR, ITS SUCCESSORS AND ASSIGNS.** Grantor, on behalf of itself and its successors and assigns, hereby agrees that the sole future responsibility for all mowing, maintenance, repair and replacement of all detention basins, drainage swales and related facilities depicted on the Plans described in Paragraph A above shall be borne by the owner or owners of the Property where such stormwater facilities are located so that all such basins, swales, surface drainage easements, and related facilities shall be kept in good working order at all times.

2. **EASEMENT TO GRANTEE WITH REGARD TO ALL STORMWATER DRAINAGE FACILITIES.** Grantor, on behalf of itself, its successors and assigns, hereby grants to Grantee, in the event the Grantor, its successors and assigns, fail to discharge their obligations under Paragraph 1 of this Easement Agreement, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon all properties on which surface and subsurface stormwater drainage facilities are located such as detention basins, drainage easements, drainage swales, and the related facilities shown on the Plans from time to time and at such times as the Grantee shall deem necessary for the purpose of inspecting, repairing, renewing, removing, relaying, adding to, operating and maintaining thereon the said detention basins, drainage easements, drainage swales and related facilities, including, but not limited to, piping, manholes, stone sub bases, inlets, rip rap, head walls, end walls, surface swales, and berms. Grantee shall also, in Grantee's sole discretion, have the right to enforce the obligations set forth in Paragraph 1 by an action in Equity.

3. **FURTHER OBLIGATIONS OF GRANTOR, ITS SUCCESSORS AND ASSIGNS, APPLICABLE TO SURFACE AND SUBSURFACE STORMWATER DRAINAGE FACILITIES.** Grantor, on behalf of its successors and assigns, hereby agrees that

the surface of all detention basins, drainage easements, drainage swales and related facilities shown on the Plans shall at all times remain unencumbered by Grantor, its successors and assigns, of all buildings and structures of any kind and, further, that the grade of any such areas containing stormwater drainage facilities of any kind whatsoever shall not be changed or altered in any way without first obtaining the written consent of the Grantee.

4. **REIMBURSEMENT OF COSTS.** In the event it becomes necessary for Grantee to perform the obligations of mowing, maintenance, repair or replacement of surface stormwater facilities described in Paragraph 1 above, by reason of the failure or refusal of the Property owner to do so, the Grantee shall charge the Property owner the costs incurred by Grantee in performing the Property owner's obligations hereunder and the Property owner shall be obligated to reimburse Grantee for all such costs. Failure of the Property owner to immediately reimburse Grantee as required by this paragraph shall entitle Grantee to place a lien (in any manner provided for by law) upon the Property or properties whose obligations under this Agreement were satisfied by Grantee.

5. **STORMWATER EASEMENT TO GRANTEE.** Grantor hereby irrevocably grants and conveys unto Grantee, an easement to collect and discharge collected surface waters over, upon and through the detention basins, drainage easements, drainage swales, storm sewers and related facilities shown on the Plans.

6. **RESERVATIONS TO GRANTOR.** Except to the extent inconsistent with the easements, rights and obligations granted herein from Grantor to Grantee, Grantor, its

successors and assigns, shall have the right to use and enjoy the surface of the easement areas described herein.

7. **NO WAIVER.** In the event that Grantee shall enter upon any of the easement areas provided for by this Agreement to perform the Property owner's obligations under this Agreement, such performances by Grantee shall not act as a waiver of the Property owner's continuing and future obligations under this Agreement. In addition, in the event of the Property owner's failure to perform under this Agreement, Grantee shall have the right to pursue whatever legal or equitable remedies Grantee deems appropriate.

8. **GENERAL PROVISIONS.**

a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

b. **Recording.** This Agreement shall be recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania at Grantee's sole cost and expense.

c. **Obligations to Run With the Land.** The covenants, restrictions and obligations of this Agreement shall be covenants running with the land, and the parties hereto agree for themselves and their successors and assigns that in any Deed of conveyance of the Property or any portion thereof to any person, partnership, corporation or other entity, the said covenants and obligations shall be incorporated therein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

d. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

e. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or Xerox copy of this Agreement, with all signatures reproduced on one or more set of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

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

GRANTOR:

THE SCHOOL DISTRICT OF UPPER DUBLIN

By: Art Levinowitz
Art Levinowitz, President
Board of School Directors

Attest: Brenda Jones-Bray
Brenda Jones-Bray, Secretary

Kenneth A. Roos
Kenneth A. Roos, Esquire

GRANTEE:

THE TOWNSHIP OF UPPER DUBLIN

By: _____
Ira S. Tackel, President
Board of Commissioners

Attest: _____
_____, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2014, before me, the undersigned officer, a Notary Public, personally appeared **Ira S. Tackel**, known to me to be the President of the Board of Commissioners of **THE TOWNSHIP OF UPPER DUBLIN**, whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of the Township of Upper Dublin for the purposes therein contained.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 12th day of June, 2014 before me Michele T. Geib, the undersigned officer, personally appeared **Kenneth A. Roos, Esquire** known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court No. 41508 and a subscribing witness to the within instrument, and certified that he was personally present when **Art Levinowitz, as President of the Board of School Directors of the Upper Dublin School District, and Brenda Jones-Bray, as Secretary of the Upper Dublin School District**, subscribed to the within acknowledgement and that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Michele T. Geib

Notary Public

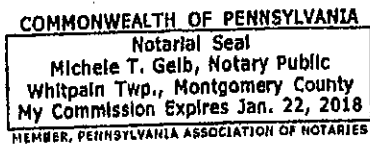


EXHIBIT "A"

**Legal Description of the Property
(North Parcel)**

April 25, 2008

Project No. 0604040

LEGAL DESCRIPTION
NORTHERN - PARCEL
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of property within a strip of land being a portion of lands now or formerly of Upper Dublin School District as described in Deed Book 4745, Page 1342, Montgomery County Records, situated in Upper Dublin Township, Montgomery County, Pennsylvania, as shown on a Record Plans for Upper Dublin High School, prepared by CMX, dated May 29, 2007, last revised April 25, 2008 and being more particularly described as follows to wit:

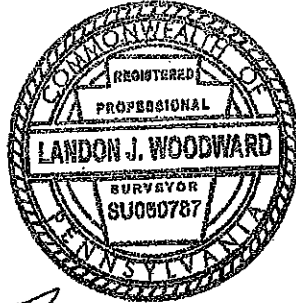
BEGINNING at a point at the intersection of the northeasterly Legal Right-of-way line of Loch Aish Avenue (70 feet wide) and the Easterly Right-of-Way line of SR 309 (Variable Width) , and running; thence,

1. North 16 degrees 22 minutes 15 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 91.91 feet; thence,
2. North 10 degrees 22 minutes 57 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 412.09 feet; thence,
3. North 10 degrees 26 minutes 07 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 154.31 feet; thence,
4. North 36 degrees 00 minutes 17 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 87.74 feet; thence,
5. North 53 degrees 49 minutes 04 seconds West along the said northeasterly Right-of-Way line of SR 309 a distance of 63.81 feet; thence,
6. North 00 degrees 16 minutes 21 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 79.25 feet; thence,
7. North 00 degrees 12 minutes 21 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 76.82 feet; thence,
8. North 00 degrees 53 minutes 44 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 258.27 feet; thence,
9. North 03 degrees 07 minutes 17 seconds East along the said northeasterly Right-of-Way line of SR 309 a distance of 108.50 feet; thence,
10. North 03 degrees 41 minutes 53 seconds West along the said northeasterly Right-of-Way line of SR 309 a distance of 130.06 feet; thence,

11. North 36 degrees 03 minutes 41 seconds East, along a northwesterly line of said lands now or formerly of Upper Dublin School District a distance of 319.65 feet; thence,
12. South 52 degrees 54 minutes 19 seconds East along a northeasterly line of said lands now or formerly of Upper Dublin School District a distance of 512.76 feet; thence,
13. South 52 degrees 58 minutes 19 seconds East along a northeasterly line of said lands now or formerly of Upper Dublin School District a distance of 783.24 feet; thence,
14. North 36 degrees 34 minutes 11 seconds East along a northwesterly line of said lands now or formerly of Upper Dublin School District a distance of 58.91 feet; thence,
15. South 52 degrees 55 minutes 49 seconds East along a northeasterly line of said lands now or formerly of Upper Dublin School District a distance of 375.20 feet; thence,
16. South 35 degrees 49 minutes 11 seconds West along a southeasterly line of said lands now or formerly of Upper Dublin School District a distance of 208.71 feet; thence,
17. North 52 degrees 55 minutes 49 seconds West along a southwesterly line of said lands now or formerly of Upper Dublin School District a distance of 186.03 feet; thence,
18. South 36 degrees 16 minutes 11 seconds West along a southeasterly line of said lands now or formerly of Upper Dublin School District a distance of 490.61 feet; thence,
19. North 53 degrees 08 minutes 49 seconds West along a southwesterly line of said lands now or formerly of Upper Dublin School District a distance of 20.00 feet; thence,
20. South 36 degrees 16 minutes 11 seconds West, a southeasterly line of said lands now or formerly of Upper Dublin School District a distance of 238.26 feet; thence,
21. South 53 degrees 16 minutes 49 seconds East along a northeasterly line of said lands now or formerly of Upper Dublin School District a distance of 576.16 feet to the northwesterly Ultimate Right-of-Way line of SR 2022 (50' from the centerline thereof when measured at right angles); thence,
22. South 35 degrees 54 minutes 41 seconds West along said Ultimate Right-of-Way line, a distance of 599.55 feet to a point of curvature; thence,
23. Along a curve to the right having a radius of 30.00 feet, having a chord bearing and distance of South 81 degrees 08 minutes 41 seconds West 42.60 feet and an arc length of 47.37 feet to a point on the said northeasterly Legal Right-of-Way line of Loch Aish Avenue; thence;

24. North 53 degrees 37 minutes 19 seconds West along said northeasterly Legal Right of Way line of Loch Alsh Avenue a distance of 1288.80 feet to the POINT OF BEGINNING.

CONTAINING 2,161,774 square feet more or less / 49.628 acres of land more or less as described herein.



L. Woodward

Exhibit "B"

Storm Sewer Easement G1

Prepared By: Marjorie A. Brown, Esquire.
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

Parcel Nos. 54-00-06853-005
54-00-10870-002

DRAINAGE AND STORM SEWER EASEMENT AGREEMENT

(20' Wide Storm Easement "G1")

THIS DRAINAGE AND STORM SEWER EASEMENT AGREEMENT is made this 12th day of June, 2014, by and between **THE SCHOOL DISTRICT OF UPPER DUBLIN**, a Pennsylvania public school district with offices situate at 1580 Fort Washington Avenue, Maple Glen, Montgomery County, Pennsylvania (hereinafter "School District" or "Grantor"), and **THE TOWNSHIP OF UPPER DUBLIN**, a Township of the First Class with offices situate at 801 Loch Alsh Avenue, Fort Washington, Montgomery County, Pennsylvania (hereinafter "Township" or "Grantee").

BACKGROUND

WHEREAS, Grantor is the owner in fee simple of certain property located on Fort Washington Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-06853-005 (the "Grantor Property"); and

WHEREAS, Grantee is the owner of certain property located at 801 Loch Alsh Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-10870-002 (the "Grantee Property"); and

WHEREAS, a storm water drainage system and related facilities were constructed and installed on the Grantor Property and Grantee has requested a permanent drainage and stormwater management easement for the purposes of the operation of certain stormwater management facilities on the Grantor Property, as well as access over portions of the Grantor Property for the inspection, maintenance, repair and reconstruction of such stormwater management facilities; and

WHEREAS, Grantor is willing to grant such easements subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **EASEMENTS OVER GRANTOR PROPERTY.** Grantor hereby grants to Grantee the following (collectively, the "Easement"):

A. EASEMENT FOR CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES. Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee the full, uninterrupted, and perpetual, but non-exclusive, right, right-of-way, privilege and easement over, across, under and through that portion of the Grantor Property identified as the "G1 (CMX) Proposed 20' Wide Storm Easement" (the "Storm Easement Area") as shown on the Plan of Easements & Boundary Correction, Lands of Upper Dublin School District, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers & Land Surveyors, dated January 20, 2010, last revised April 17, 2014 (the "Plan"), and intended to be recorded in the Office of the Montgomery County Recorder of Deeds, Commonwealth of Pennsylvania (the "Recorder's Office"), a copy of which is attached hereto and incorporated herein as Exhibit "A", and more particularly described by metes and bounds on the legal description dated May 6, 2008, attached hereto as Exhibit "B", for the purpose of the construction, reconstruction, maintenance, repair and replacement of a storm sewer system consisting of storm piping, drainage swales and related stormwater management facilities, including manholes, headwall, fixtures, equipment and accessories necessary or desirable therewith (the "Stormwater Facilities") located within the Storm Easement Area on the Grantor Property, whenever the same becomes necessary, in the sole opinion of Grantee. The exercise of these easement rights is expressly subject to the obligation on the part of the Township to promptly restore and repair the surface of the Storm Easement Area, as nearly as possible, to the condition which existed prior to any such exercise.

B. STORMWATER EASEMENT TO GRANTEE. Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee, the full, uninterrupted, and perpetual right, right-of-way, privilege and easement over, across, through and within the Storm Easement Area for the purpose of the conveyance and transport of surface waters and stormwater runoff from Loch Alsh Avenue and from the Grantee Property into, across and through the Stormwater Facilities located within the Storm Easement Area on the Grantor Property, and to discharge such surface waters and stormwater runoff into and through a connecting storm main that discharges such surface waters and stormwater runoff offsite from the Grantor Property, as depicted on the Plan, and for no other purpose.

C. ACCESS EASEMENT FOR CONSTRUCTION, MODIFICATION, AND MAINTENANCE OF THE STORMWATER FACILITIES. Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee the full and uninterrupted right, right-of-way, privilege and easement over, across, under and through those portions of the Grantor Property as are deemed necessary by Grantee and are acceptable to

Grantor, with any necessary vehicles and/or equipment, for the purpose of the inspection, maintenance, repair, removal, renewal, modification and/or replacement of any of the Stormwater Facilities, whenever the same becomes necessary, in the sole opinion of Grantee.

2. **TEMPORARY CONSTRUCTION EASEMENT.** For the purposes of performing the work described herein, Grantor also grants to Grantee a temporary construction easement extending an additional ten feet (10'), as needed, on one or both sides of the Storm Easement Area, for the entire length of the Storm Easement Area, as depicted on the Plan (the "Temporary Construction Easement Area"). Such temporary construction easement shall be in effect for the entire duration of any work or construction within the Storm Easement Area, provided that such work is performed in accordance with the terms of this Agreement.

3. **WORK WITHIN THE STORM EASEMENT AREA.** Any construction, demolition, relocation and/or reconstruction of the Stormwater Facilities shall be performed in a good and workmanlike manner. All work to be performed on the Grantor Property by Grantee pursuant to this Easement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible. Grantee shall exercise commercially reasonable efforts not to disrupt the business operations of Grantor on the Grantor Property.

4. **RESTORATION OF STORM EASEMENT AREA.** Upon completion of any work related to the installation, maintenance, repair or replacement of the Stormwater Facilities by Grantee or its employees, agents or contractors, the Grantee shall promptly restore the Storm Easement Area and any other portions of the Grantor Property affected by such work as close as possible to the same condition in which it existed immediately prior to the performance of such work.

5. **MAINTENANCE OBLIGATIONS OF GRANTEE.** The Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, restoration, and replacement of all portions of the Stormwater Facilities in a safe and commercially reasonable manner, unless such maintenance, repair or replacement is made necessary by the actions of Grantor or its contractors, employees or invitees. Grantor, at its sole cost and expense, shall be responsible for the routine maintenance and repair of the surface of the Storm Easement Area (mowing, etc.); provided, however, if any maintenance, repair, restoration or replacement is made necessary by the actions of Grantee, or its contractors, employees, or invitees, the same shall be promptly performed by Grantee, at Grantee's sole cost and expense.

6. **MAINTENANCE OBLIGATIONS OF GRANTOR.** Grantor, on behalf of its successors and assigns, hereby agrees that all Stormwater Facilities located within the Storm Easement Area on the Grantor Property shall at all times remain unencumbered by any buildings and structures of any kind, and further that the grade of any such areas containing the Stormwater Facilities, and the Stormwater Facilities themselves, shall not be changed, altered or damaged in any way. Grantor, and its successors and assigns, shall keep the Storm Easement Area free and clear of debris and obstructions and shall be responsible for mowing the surface of the Storm Easement Area.

7. **RESTRICTIONS ON GRANTEE'S USE.** The following conditions and restrictions shall be applicable to Grantee's use of the Easement:

A. Grantee shall not use the Easement in any manner which would constitute an unreasonable burden on the Storm Easement Area or the Grantor Property.

B. Grantee shall not modify any portion of the Storm Easement Area or the Grantor Property without Grantor's prior written consent.

C. Grantee shall not damage, or cause or permit any waste within, the Storm Easement Area or the Grantor Property.

D. Grantee shall not do, or fail to do, anything which would cause access to the Grantor Property from the Storm Easement Area to be unreasonably impeded.

E. Grantee shall not do, or fail to do, anything which would unreasonably interfere with Grantor's use of the Storm Easement Area or the Grantor Property.

F. Grantee shall not construct any building, fence or other structure within the Storm Easement Area that would interfere with Grantor's use of the Storm Easement Area or the Grantor Property.

8. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees, invitees, and its successors and assigns:

A. That it will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement or damage the Stormwater Facilities.

B. That it will not erect any building or other structure which would interfere with or obstruct all or any portion of the Storm Easement Area.

C. That it will not modify the grade of all or any portion of the Storm Easement Area.

D. That it will not plant any trees or other landscaping within the Storm Easement Area that would interfere with the operation of the Stormwater Facilities.

9. **INDEMNIFICATION; INSURANCE.** The Grantee, for itself and its successors and assigns, agrees to indemnify, protect and hold harmless the Grantor and its successors and assigns from all costs, losses, damages and expenses resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with Grantee's, or Grantee's employees', agents', contractors', or invitees' use of the Easement. Grantee agrees to maintain comprehensive general public liability insurance, with such limits not less than Two Million Dollars (\$2,000,000.00) for each person and Three Million Dollars (\$3,000,000.00) in the aggregate, and agrees to furnish Grantor with certificates of such insurance upon request. Such policies of insurance shall name Grantor as additional insured and

shall contain endorsements to the effect that they may not be cancelled or amended without at least thirty (30) day prior notice to Grantor.

10. **CORRECTION OF VIOLATIONS.** Grantee agrees that it will immediately take all steps necessary to correct any violations of the terms and conditions hereof, by it or its agents, employees, contractors or invitees, upon receipt of notice of said violation from the Grantor.

11. **GRANTOR'S USE OF THE STORM EASEMENT AREA.** Grantor, its successors, assigns, contractors, employees, and invitees shall have the right to use the Storm Easement Area in any manner that does not interfere with the Stormwater Facilities. In the event that Grantor constructs a bus maintenance garage, parking facilities or other improvements on the Grantor Property, the Grantee agrees that the tapping into and use of the Stormwater Facilities by Grantor, its successors and assigns, for purposes of the transport and discharge of surface waters and stormwater runoff from the Grantor Property will not unreasonably interfere with Grantee's use of the Easement. If Grantor wishes to use the Grantor Property in any manner that requires the relocation or modification of any of the Stormwater Facilities, then Grantor reserves the right to require that such Stormwater Facilities be relocated or modified; provided, however, that if Grantee properly obtained Grantor's consent to the location and specifications of such Stormwater Facilities prior to their installation in the then-current location, or if the installation of such Stormwater Facilities preceded Grantor's acquisition of the Grantor Property, then the relocation or modification shall be performed at Grantor's expense.

12. **FUTURE CONSTRUCTION; CONNECTION RIGHTS CONVEYED TO GRANTOR.** Grantor and Grantee understand and acknowledge that Grantor may construct a bus maintenance garage, parking facilities or other improvements on the Grantor Property at some point in the future. In furtherance of the foregoing, Grantee, on behalf of itself and its successors and assigns, hereby grants and conveys to Grantor, its successors and assigns, the full, uninterrupted, perpetual, exclusive right, right-of-way, privilege and easement to connect to and use the Stormwater Facilities constructed or installed by Grantee on the Grantor Property, including without limitation, all mains, joints, manholes, junctions, pipes, conduits, drains, connectors, interceptors and associated equipment, facilities, appurtenances and systems related thereto or connected therewith. Prior to installation, Grantor shall submit to Grantee, for Grantee's approval (which approval shall not be unreasonably withheld, delayed or conditioned), all plans and specifications for connecting to and using the Stormwater Facilities installed by Grantee. Grantor shall exercise its rights hereunder in accordance with all applicable laws, orders and regulations.

13. **DURATION.** This Easement Agreement and the rights contained herein shall be perpetual and operate as covenants running with the Grantor Property and the Grantee Property.

14. **GENERAL PROVISIONS.**

A. **Entire Agreement.** The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral

agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their successors or assigns. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

B. Controlling Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

D. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors and/or assigns.

E. Headings. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

F. Recording and Cost of Recording. This Easement Agreement shall be recorded at the sole expense of the Grantee in the Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTOR:

THE SCHOOL DISTRICT OF UPPER DUBLIN

Date June 11, 2014

By: Art Levinowitz
Art Levinowitz, President
Board of School Directors

Kenneth A. Roos
Kenneth A. Roos, Esquire

Attest: Brenda Jones Bray
Brenda Jones Bray
Secretary

GRANTEE:

THE TOWNSHIP OF UPPER DUBLIN

Date _____

By: _____
Ira S. Tackel, President
Board of Commissioners

Attest: _____

COMMONWEALTH OF PENNSYLVANIA

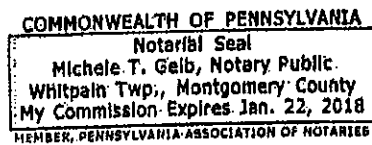
COUNTY OF MONTGOMERY

On this 12th day of June, 2014 before me Michele T. Geib, the undersigned officer, personally appeared **Kenneth A. Roos, Esquire** known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court No. 41508 and a subscribing witness to the within instrument, and certified that he was personally present when **Art Levinowitz, as President of the Board of School Directors of the Upper Dublin School District, and Brenda Jones-Bray, as Secretary of the Upper Dublin School District**, subscribed to the within acknowledgement and that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF MONTGOMERY

:

On this, the ____ day of _____, 2014, before me, the undersigned officer, personally appeared **IRA S. TACKEL**, who acknowledged himself to be the President of the Board of Commissioners of **THE TOWNSHIP OF UPPER DUBLIN**, the within named Grantee, and that 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

My Commission Expires:

EXHIBIT "A"

THE PLAN

(see attached plan)

LEGAL DESCRIPTION
STORM EASEMENT TO UPPER DUBLIN TOWNSHIP
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN rights to be conveyed herein for purposes for an storm easement within a 20 foot wide strip of land situated in Upper Dublin Township, Montgomery County, Pennsylvania, as shown on a Record Plans for Upper Dublin High School, prepared by CMX, dated May 29, 2007, last revised April 25, 2008* and being more particularly described as follows to wit:

BEGINNING at a point, on a Northeasterly line of lands now or formerly of Upper Dublin School district as described in Deed book 5432, Page 2018, Montgomery County Records, said point being South 53 degrees 37 minutes 19 seconds East, 548.85' from the Northwesterly corner thereof which lies on the Easterly Right-of-Way line of State Route 309 (Variable width) and running; thence,

1. South 40 degrees 06 minutes 56 seconds West, 188.23 feet; thence,
2. South 46 degrees 31 minutes 32 seconds West, 321.64 feet; thence,
3. South 11 degrees 58 minutes 37 seconds West, 273.78 feet; thence,
4. South 76 degrees 01 minutes 33 seconds West, 22.24 feet; thence,
5. North 11 degrees 58 minutes 37 seconds East, 289.74 feet; thence,
6. North 46 degrees 31 minutes 32 seconds East, 326.74 feet; thence,
7. North 40 degrees 06 minutes 56 seconds East, 185.81 feet to said Northwesterly line of lands now or formerly of Upper Dublin School District ; thence,
8. South 53 degrees 37 minutes 19 seconds East, along said Northwesterly line of lands now or formerly of Upper Dublin High School, a distance of 20.04 feet to the POINT OF BEGINNING.

CONTAINING 15,859 square feet more or less / 0.364 acres of land more or less as described herein.



*Correction: Record Plans last revised June 1, 2008. See Plan Sheet 6 of 111 – South Parcel View C.

Exhibit B

'61'

Exhibit "C"

Storm Sewer Easement D1

Prepared By: Marjorie A. Brown, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

Parcel Nos. 54-00-06853-005
54-00-10870-002

DRAINAGE AND STORM SEWER EASEMENT AGREEMENT

(20' Wide Storm Sewer Easement "D1")

17th THIS DRAINAGE AND STORM SEWER EASEMENT AGREEMENT is made this day of *June*, 2014, by and between **THE SCHOOL DISTRICT OF UPPER DUBLIN**, a Pennsylvania public school district with offices situate at 1580 Fort Washington Avenue, Maple Glen, Montgomery County, Pennsylvania (hereinafter "School District" or "Grantor"), and **THE TOWNSHIP OF UPPER DUBLIN**, a Township of the First Class with offices situate at 801 Loch Alsh Avenue, Fort Washington, Montgomery County, Pennsylvania (hereinafter "Township" or "Grantee").

BACKGROUND

WHEREAS, Grantor is the owner in fee simple of certain property located on Fort Washington Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-06853-005 (the "Grantor Property"); and

WHEREAS, Grantee is the owner of certain property located at 801 Loch Alsh Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-10870-002 (the "Grantee Property"); and

WHEREAS, Grantee and the Commonwealth of Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania ("PADOT"), have constructed and installed a storm water drainage and storm sewer system, drainage swales and related stormwater management facilities on a portion of the Grantor Property running parallel to State Route 309 (S.R. 0309); and

WHEREAS, Grantee has requested a permanent drainage and stormwater management easement over the Grantor Property for the purposes of utilizing and operating the Stormwater Facilities on the Grantor Property, as well as access over certain portions of the Grantor Property for the inspection, maintenance, repair and reconstruction of such stormwater management facilities; and

WHEREAS, Grantor is willing to grant such easements subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **EASEMENTS OVER GRANTOR PROPERTY.** Grantor hereby grants to Grantee the following (collectively, the "Easement"):

A. EASEMENT FOR CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES. Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee the full, uninterrupted, and perpetual, but non-exclusive, right, right-of-way, privilege and easement on, over, under, across, through and within that portion of the Grantor Property identified as the "D1 Proposed 20' Wide Storm Sewer Easement" (the "Storm Easement Area") as shown on the Plan of Easements & Boundary Correction, Lands of Upper Dublin School District, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers & Land Surveyors, dated January 20, 2010, last revised April 17, 2014, attached hereto and incorporated herein as Exhibit "A" (the "Plan"), and more particularly described by metes and bounds on the legal description dated August 4, 2009, last revised February 20, 2013, attached hereto as Exhibit "B", for the purpose of the construction, reconstruction, inspection, maintenance, repair and replacement of a storm sewer system consisting of storm piping, drainage swales and related stormwater management facilities, including manholes, headwall, fixtures, equipment and accessories necessary or desirable therewith (the "Stormwater Management Facilities") located within the Storm Easement Area on the Grantor Property, whenever the same becomes necessary, in the sole opinion of Grantee. The exercise of these easement rights is expressly subject to the obligation on the part of the Township to promptly restore and repair the surface of the Storm Easement Area, as nearly as possible, to the condition which existed prior to any such exercise.

B. STORMWATER EASEMENT TO GRANTEE. Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee the full, uninterrupted, and perpetual right, right-of-way, privilege and easement on, over, under, across, through and within the Storm Easement Area for the purpose of the conveyance and transport of surface waters and stormwater runoff from the Grantee Property and the eastern side of State Route 309 through the Stormwater Management Facilities located within the Storm Easement Area on the Grantor Property, and to discharge such surface waters and stormwater runoff to a stormwater management basin located on the Grantor Property, as depicted on the Plan, and for no other purpose.

C. ACCESS EASEMENT FOR CONSTRUCTION, MODIFICATION, AND MAINTENANCE OF THE STORMWATER FACILITIES.

Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee the full and uninterrupted right, right-of-way, privilege and easement on, over, across, under, through and within those portions of the Grantor Property as are deemed necessary by Grantee and are acceptable to Grantor, with any necessary vehicles and/or equipment, for the purpose of the inspection, maintenance, repair, removal, renewal, modification and/or replacement of any of the Stormwater Management Facilities, whenever the same becomes necessary, in the sole opinion of Grantee.

2. **WORK WITHIN THE STORM EASEMENT AREA.** Any construction, demolition, relocation and/or reconstruction of the Stormwater Management Facilities shall be performed in a good and workmanlike manner. All work to be performed on the Grantor Property by Grantee pursuant to this Easement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible. Grantee shall exercise commercially reasonable efforts not to disrupt the business operations of Grantor on the Grantor Property.

3. **RESTORATION OF STORM EASEMENT AREA.** Upon completion of any work related to the installation, maintenance, repair or replacement of the Stormwater Management Facilities by Grantee or its employees, agents or contractors, the Grantee shall promptly restore the Storm Easement Area and any other portions of the Grantor Property affected by such work as close as possible to the same condition in which it existed immediately prior to the performance of such work.

4. **MAINTENANCE OBLIGATIONS OF GRANTEE.** The Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, restoration, and replacement of all portions of the Stormwater Management Facilities in a safe and commercially reasonable manner, unless such maintenance, repair or replacement is made necessary by the actions of Grantor or its contractors, employees or invitees. In addition, Grantee, at its sole cost and expense, shall be responsible for the routine maintenance, clearing and cleaning of the Storm Easement Area, including preventing the accumulation of obstructions, filth and debris that might impede the flow of stormwater and keeping the inlets, drainage areas and other portions of the Stormwater Management Facilities within the Storm Easement Area free and clear of debris and obstructions; provided, however, if any maintenance, repair, restoration or replacement is made necessary by the actions of Grantor, or its contractors, employees, or invitees, the same shall be promptly performed by Grantor, at Grantor's sole cost and expense. Grantee, its successors and assigns, shall be responsible for any mowing, if necessary, within the surface of the Storm Easement Area.

5. **MAINTENANCE OBLIGATIONS OF GRANTOR.** Grantor, on behalf of its successors and assigns, hereby agrees that all Stormwater Management Facilities located within the Storm Easement Area on the Grantor Property shall at all times remain unencumbered by any buildings or structures of any kind (other than fencing installed or to be installed by Grantee), and further that the grade of any such areas containing the Stormwater Management Facilities, and the Stormwater Management Facilities themselves, shall not be changed, altered or damaged in any way.

6. **RESTRICTIONS ON GRANTEE'S USE.** The following conditions and restrictions shall be applicable to Grantee's use of the Easement:

A. Grantee shall not use the Easement in any manner which would constitute an unreasonable burden on the Storm Easement Area or the Grantor Property.

B. Grantee shall not modify any portion of the Storm Easement Area or the Grantor Property without Grantor's prior written consent.

C. Grantee shall not damage, or cause or permit any waste within, the Storm Easement Area or the Grantor Property.

D. Grantee shall not do, or fail to do, anything which would cause access to the Grantor Property from the Storm Easement Area to be unreasonably impeded.

E. Grantee shall not do, or fail to do, anything which would unreasonably interfere with Grantor's use of the Storm Easement Area or the Grantor Property.

F. Except for certain fencing installed or to be installed by Grantee along the access road constructed by PADOT on the Grantor Property, Grantee shall not construct any building, fence or other structure within the Storm Easement Area that would interfere with Grantor's use of the Storm Easement Area or the Grantor Property.

7. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees, invitees, and its successors and assigns:

A. That it will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement or damage the Stormwater Management Facilities.

B. That it will not erect any building or other structure which would interfere with or obstruct all or any portion of the Storm Easement Area.

C. That it will not modify the grade of all or any portion of the Storm Easement Area.

D. That it will not plant any trees or other landscaping within the Storm Easement Area that would interfere with the operation of the Stormwater Management Facilities.

8. **INDEMNIFICATION; INSURANCE.** The Grantee, for itself and its successors and assigns, agrees to indemnify, protect and hold harmless the Grantor and its successors and assigns from all costs, losses, damages and expenses resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with Grantee's, or Grantee's employees', agents', contractors', or invitees' use of the Easement. Grantee agrees to maintain comprehensive general public liability insurance, with such limits not less than Two Million Dollars (\$2,000,000.00) for each person and Three Million

Dollars (\$3,000,000.00) in the aggregate, and agrees to furnish Grantor with certificates of such insurance upon request. Such policies of insurance shall name Grantor as additional insured and shall contain endorsements to the effect that they may not be cancelled or amended without at least thirty (30) day prior notice to Grantor.

9. **CORRECTION OF VIOLATIONS.** Grantee agrees that it will immediately take all steps necessary to correct any violations of the terms and conditions hereof, by it or its agents, employees, contractors or invitees, upon receipt of notice of said violation from the Grantor.

10. **GRANTOR'S USE OF THE STORM EASEMENT AREA.** Grantor, its successors, assigns, contractors, employees, and invitees shall have the continuing right to occupy and use the Storm Easement Area for any purposes in any manner that does not interfere with the Stormwater Management Facilities or the rights granted by this Easement Agreement.

11. **DURATION.** This Easement Agreement and the rights contained herein shall be perpetual and operate as covenants running with the Grantor Property and the Grantee Property.

12. **GENERAL PROVISIONS.**

A. **Entire Agreement.** The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their successors or assigns. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

B. **Controlling Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

D. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors and/or assigns.

E. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

F. **Recording and Cost of Recording.** This Easement Agreement shall be recorded at the sole expense of the Grantee in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTOR:

THE SCHOOL DISTRICT OF UPPER DUBLIN

June 11, 2014
Date

By: Art Levinowitz
Art Levinowitz, President
Board of School Directors

Kenneth A. Roos
Kenneth A. Roos, Esquire

Attest: [Signature]

GRANTEE:

THE TOWNSHIP OF UPPER DUBLIN

Date

By: _____
Ira S. Tackel, President
Board of Commissioners


Attest: _____

COMMONWEALTH OF PENNSYLVANIA

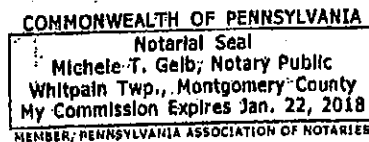
COUNTY OF MONTGOMERY

On this 12th day of June, 2014 before me Michele T. Geib, the undersigned officer, personally appeared **Kenneth A. Roos, Esquire** known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court No. 41508 and a subscribing witness to the within instrument, and certified that he was personally present when **Art Levinowitz, as President of the Board of School Directors of the Upper Dublin School District, and Brenda Jones-Bray, as Secretary of the Upper Dublin School District**, subscribed to the within acknowledgement and that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the ___ day of _____, 2014, before me, the undersigned officer, personally appeared **IRA S. TACKEL**, who acknowledged himself to be the President of the Board of Commissioners of **THE TOWNSHIP OF UPPER DUBLIN**, the within named Grantee, and that 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

My Commission Expires:



Barry L. Wert, P.E., P.L.S.
 Jeffrey A. Wert, P.E., P.L.S.
 Robin K. Youmans, P.E.
 Kenneth H. Frelz, Sr., P.L.S.
 Cynthia H. VanHise, P.E.
 James R. Rudolph, P.E., P.L.S.
 Mark R. Flaherty, Survey Manager
 Joseph J. Fielder, Inspection Manager
 Wendy L. Clair, SPHR, Business Manager
 Ralph A. Wert, P.E., P.L.S. 1958-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

August 4, 2009
 Rev. February 20, 2013

UD07.002

20' Wide Storm Sewer Easement
 lands of Upper Dublin School District

ALL THAT CERTAIN portion of a 20' wide easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as 'D1' on a Plan of Easements and Boundary Correction, land of Upper Dublin School District, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated January 20, 2010, last revised February 20, 2013 and being more fully described as follows:

BEGINNING at a point in the line of land of Upper Dublin School District (taxmap block 26, unit 83), said point being on the legal right-of-way line of Route 309 (S.R. 0309, PADOT take as in Deed Book 5618, Page 604) and being located, South 16°37'56" West, ±59.9 feet from a point in the line of lands of N/L Upper Dublin Township (block 26, unit 78), as shown on said plan; thence, extending from said point of beginning, on and through said School District lands the following ten (10) courses and distances; 1) South 76°27'35" East, 13.11 feet to a point; 2) South 13°32'25" West, 262.80 feet to a point; 3) South 13°41'11" West, 392.29 feet to a point; 4) South 11°34'18" East, 115.51 feet to a point; 5) South 33°23'53" East, 38.90 feet to a point; 6) South 56°36'07" West, 20.00 feet to a point; 7) North 33°23'53" West, 42.76 feet to a point; 8) North 11°34'18" West, 123.84 feet to a point; 9) North 13°41'11" East, 396.75 feet to a point; 10) North 13°32'25" East, 153.74 feet to a point on the aforementioned Route 309 legal right-of-way line; thence, extending along said legal right-of-way line, North 21°40'29" East, 11.42 feet to an angle point; thence, continuing along the legal right-of-way line North 16°37'56" East, 97.87 feet to a point, said point being the point and place of beginning.

Exhibit "D"

Extinguishment Agreement

Prepared By: Marjorie A. Brown, Esq.
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

After recording,
please return to: Same as above

Parcel Nos: 54-00-06853-005
54-00-06850-008 (REFERENCE ONLY)

EXTINGUISHMENT OF ACCESS EASEMENTS

(B1 & B2 on Easement Plan)

THIS EXTINGUISHMENT OF ACCESS EASEMENTS is made this 11th day of June, 2014, by and between **THE SCHOOL DISTRICT OF UPPER DUBLIN** (the "School District") and **THE TOWNSHIP OF UPPER DUBLIN** (the "Township").

BACKGROUND

WHEREAS, the School District is the owner of one or more parcels of land with frontage on Route 309 (S.R. 0309), Upper Dublin Township, Montgomery County, Pennsylvania, which parcel is known as Montgomery County Tax Parcel Numbers 54-00-06853-005 and 54-00-06850-008 (REFERENCE ONLY) (collectively, the "Property"); and

WHEREAS, the Property is subject to two (2) access easements in favor of the Township (collectively, the "Easements"), pursuant to the terms of (1) a Deed of Right of Way Access Deed #1 dated November 28, 2001, and recorded in the Office of the Montgomery County Recorder of Deeds on January 22, 2002, in Deed Book 5392, at Page 1951, and (2) a Deed of Right of Way Access Deed #2 dated November 28, 2001, and recorded in the Office of

the Montgomery County Recorder of Deeds on January 22, 2002, in Deed Book 5392, at Page 1954 (collectively, the "Easement Agreements"); and

WHEREAS, the Easements are shown on a Property Line Realignment Plan prepared for the Township by Metz Engineers, Civil Engineers & Land Surveyors, dated October 18, 2000, last revised August 17, 2001, and recorded in the Office of the Montgomery County Recorder of Deeds, Commonwealth of Pennsylvania (the "Recorder's Office"), in Plan Book A-60, at Page 319 (the "Realignment Plan"); and

WHEREAS, the easement areas described in the Easement Agreements are referred to herein, collectively, as the "Easement Areas"; and

WHEREAS, the Easement Agreements grant to the Township the right of ingress, egress and regress over the Easement Areas, in common with the School District, to access contiguous land of the Township; and

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation ("PADOT") has constructed an access road across a portion of the Property and has revised and vacated certain right-of-way along State Route 309 on or adjacent to the Property as shown on the Easement Plan and on certain PADOT Drawings Re-Establishing Limited Access Highway and Authorizing Acquisition of Right-of-Way recorded on September 5, 2008 in Plan Book 32, at page 178; and

WHEREAS, the School District has agreed to grant to the Township, by separate recorded instrument, an access easement across a portion of the Property for the use of said access road; and

WHEREAS, the parties desire to release, extinguish and terminate the Easements, realign and reposition the area of land subject to an access easement, and execute a new Access

Easement Agreement establishing new rights and obligations with respect to the use of the Easement Areas;

NOW, THEREFORE, in consideration of the foregoing, the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Extinguishment of Easement.** The Township does hereby remise, release, extinguish, terminate and quit-claim all of its right, title and interest in and to the Easements, located on or over portions of Tax Parcel No. 54-00-06853-00-5 and 54-00-06850-008 (REFERENCE ONLY), as described in Deed Book 5392, at Page 1951, and Deed Book 5392, at Page 1954, and further identified as the Easement Areas "B1 and B2 To Be Extinguished" on that certain Plan of Easements to Be Abandoned, Lands of Upper Dublin School District, prepared for the Township by Metz Engineers, Civil Engineers & Land Surveyors, dated January 20, 2010, last revised April 17, 2014, and intended to be recorded in the Recorder's Office (the "Easement Plan"), a copy of which is attached hereto as Exhibit "A". The extinguishment contained in the preceding sentence shall not affect any other easements on the School District's Property in favor of the Township or others other than that identified as the Easement Areas "B1 and B2 To Be Extinguished" on the Easement Plan.

2. **Consideration for Extinguishment.** The School District and the Township understand that in consideration of this extinguishment of easement, the School District will simultaneously grant a new access easement to the Township on terms and conditions mutually agreeable to the parties.

3. Miscellaneous.

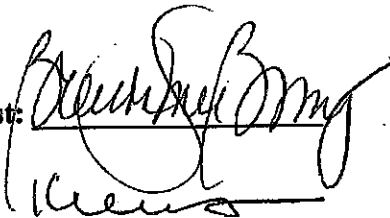
A. Covenant Running With the Land. This Agreement shall constitute a covenant running with the Property and shall be binding upon the parties and their respective grantees, successors, assigns, heirs and representatives.

B. Recording. This Agreement is intended to be recorded in the Recorder's Office.


C. Controlling Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Extinguishment of Access Easements the day, month and year first written above.

THE SCHOOL DISTRICT OF UPPER DUBLIN

Attest: 

Kenneth A. Roos, Esquire

By: 

Name: Art Levinowitz
Title: President, Board of School Directors

THE TOWNSHIP OF UPPER DUBLIN

Attest: _____


By: _____
Name: Ira S. Tackel
Title: President, Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA

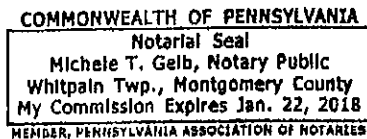
COUNTY OF MONTGOMERY

On this 12th day of June, 2014 before me Michele T. Geib, the undersigned officer, personally appeared **Kenneth A. Roos, Esquire** known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court No. 41508 and a subscribing witness to the within instrument, and certified that he was personally present when **Art Levinowitz, as President of the Board of School Directors of the Upper Dublin School District, and Brenda Jones-Bray, as Secretary of the Upper Dublin School District**, subscribed to the within acknowledgement and that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2014, before me, the undersigned officer, a Notary Public, personally appeared Ira S. Tackel, who acknowledged himself to be the President of the Board of Commissioners of **THE TOWNSHIP OF UPPER DUBLIN**, and acknowledged that he, as such officer, being duly 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

My Commission Expires:

Exhibit "E"

Access Agreement

Prepared by: Marjorie A. Brown, Esquire
Wisler Pearlstone, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return to: Same

Parcel Numbers: 54-00-06853-005
54-00-10807-002
54-00-10870-002

ACCESS EASEMENT AGREEMENT

(Variable Width Permanent Access Easement "A")

THIS ACCESS EASEMENT AGREEMENT is made this ^{12th} day of June, 2014 by and between THE SCHOOL DISTRICT OF UPPER DUBLIN (hereinafter referred to as "Grantor"), and THE TOWNSHIP OF UPPER DUBLIN (hereinafter referred to as "Grantee").

BACKGROUND

WHEREAS, Grantor is the owner in fee simple of certain property located on Fort Washington Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-06853-005 ("Grantor Property"); and

WHEREAS, Grantee is the owner of certain property, located at 801 Loch Alsh Avenue, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 54-00-10870-002 ("Grantee Property"); and

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation ("PADOT") constructed an access road along State Route 309 across a portion of the Grantor Property; and

WHEREAS, Grantee has requested an easement across the Grantor Property for the use of said access road to obtain access to the Grantee Property from Highland Avenue; and

WHEREAS, Grantor and Grantee are entering into this Agreement for the purpose of granting such easement and memorializing the rights and responsibilities of the parties with respect thereto.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants, rights and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **EASEMENT TO GRANTEE.** The Grantor, for itself and its successors and assigns, hereby grants to Grantee, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full and uninterrupted, but non-exclusive, right, right-of-way, privilege, easement and authority to enter upon that portion of the Grantor Property identified as a Variable Width Permanent Access Easement ("Easement Area") as shown by the Plan of Easements & Boundary Correction, Lands of Upper Dublin School District, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers & Land Surveyors, dated January 20, 2010, last revised April 17, 2014, and intended to be recorded in the Office of the Montgomery County Recorder of Deeds, Commonwealth of Pennsylvania (the "Recorder's Office"), a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Plan of Easements"), and as described by the legal description of a Variable Width Access Easement, Lands of Upper Dublin School District prepared by Metz Engineers and dated February 5, 2010, last revised February 22, 2013, attached hereto and incorporated herein as Exhibit "B" ("Access Easement Description"), for the purposes of vehicular ingress and egress to the Grantee Property from Highland Avenue and from the Grantee Property to Highland Avenue, and for no other purpose except those expressly permitted by this Agreement (the "Easement").

2. **CONSTRUCTION.** The Grantee, at its sole cost and expense, shall construct and / or install, within 120 days of the date of the full execution of this Easement Agreement, the following (hereinafter referred to as the "Improvements"), all pursuant to plans and specifications prepared by Grantee and reasonably acceptable to Grantor:

a. One Hundred (100) linear feet of fencing four (4) feet high along the southeastern boundary of the Easement Area, to be installed in one or more locations as determined by Grantor, to protect the portions of the Grantor Property not encumbered by the Easement from traffic hazards in the Easement Area. The fence shall be a post and rail type with wire mesh. If Grantor determines in its sole judgment that additional fencing is necessary to ensure student safety from traffic hazards, it shall provide written notice of such to Grantee and Grantee shall have the option, exercisable within sixty (60) days of receipt of Grantor's notice, to either (i) install additional fencing as required by Grantor, at Grantee's sole cost and expense, or (ii) execute a termination of this Easement Agreement, which shall be recorded. The installation of additional fencing or termination of this Easement Agreement shall be completed within 120 days of Grantee's receipt of written notice from Grantor.

b. Appropriate signage providing for a speed limit of 25 miles per hour within the Easement Area, and other appropriate signage necessary to advise that the Easement Area is not available for use by the general public. The foregoing speed limit restrictions shall not apply to emergency vehicles when responding to an emergency occurrence.

3. **MAINTENANCE.** The Grantee, at its sole cost and expense, shall be responsible for the maintenance (including plowing within twelve (12) hours of the end of a plowable snow event), repair, and restoration of all portions of the Easement Area and the Improvements, unless such maintenance, repair or replacement is made necessary by the actions of Grantor or its contractors, employees or invitees. If any portion of the Easement Area or the Grantor Property is damaged due to the actions or inactions of Grantee or anyone acting through or under Grantee, Grantee shall promptly restore the same as close as possible to the condition in which it existed immediately prior to such damage.

4. **RESTRICTIONS ON GRANTEE'S USE.** The following conditions and restrictions shall be applicable to Grantee's use of the Easement:

a. Grantee shall not use the Easement in any manner which would constitute an unreasonable burden on the Easement Area or the Grantor Property.

b. Grantee shall not modify any portion of the Easement Area or the Grantor Property without Grantor's prior written consent.

c. Grantee shall not damage, or cause or permit any waste within, the Easement Area.

d. Grantee shall not do, or fail to do, anything which would cause the Easement Area to be blocked or cause access to the Grantor Property from the Easement Area to be unreasonably impeded.

e. Grantee shall not do, or fail to do, anything which would unreasonably interfere with such use by the Grantor of the Easement Area or the Grantor Property as Grantor deems appropriate.

f. Except as set forth below, the Easement Area shall be used only by Township authorized vehicles, including Grantee's police department, fire department, other emergency services, trash department, and public works department, and for the installation and maintenance of utility lines within a utility easement that runs roughly parallel to the Easement Area. Grantee shall not permit the Easement Area to be used by Grantee's office staff, other employees, contractors, invitees, library patrons, the general public, or any party other than those specifically permitted above. When special events are conducted by either the Grantor or the Grantee (or both) which contemplate the closure of Loch Alsh Avenue at any point between Fort Washington Avenue and Route 309, the Easement Area may be utilized by the general public as necessary and upon prior arrangement between the parties hereto.

5. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees and invitees, and its successors and assigns:

a. That it will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement or damage the Improvements;

b. That it will not erect any building or other structure which would interfere with or obstruct all or any portion of the Easement Area;

c. That it will not modify the grade of all or any portion of the Easement Area.

6. **INDEMNIFICATION; INSURANCE.** The Grantee, for itself and its successors and assigns, agrees to indemnify, protect and hold harmless the Grantor and its successors and assigns from all costs, losses, damages and expenses resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or

actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with Grantee's, or Grantee's employees', agents', contractors', invitees', tenants' or subtenants' use of the Easement. Grantee agrees to maintain comprehensive general public liability insurance, with such limits not less than Two Million Dollars (\$2,000,000.00) for each person and Three Million Dollars (\$3,000,000.00) in the aggregate, and agrees to furnish Grantor with certificates of such insurance upon request. Such policies of insurance shall name Grantor as additional insured and shall contain endorsements to the effect that they may not be cancelled or amended without at least thirty (30) days prior notice to Grantor.

7. **CORRECTION OF VIOLATIONS.** Grantee agrees that it will immediately take all steps necessary to correct any violations of the terms and conditions hereof, by it or its agents, employees, contractors, invitees, tenants or subtenants upon receipt of notice of said violation from the Grantor.

8. **GRANTOR'S USE OF THE EASEMENT AREA.** Grantor, its successors, assigns, contractors, employees and invitees shall have the right to use the Easement Area in common with Grantee for vehicular access to the Grantor Property, and Grantee agrees that the use of the Easement Area by Grantor and its successors, assigns, contractors, employees and invitees for vehicular access will not unreasonably interfere with Grantee's use of the Easement. In amplification of the foregoing, Grantor may change the use of the Grantor Property to a use which may increase the amount of vehicles which will utilize the Easement Area for access to the Grantor Property (including school buses), and the same shall not be deemed to unreasonably interfere with Grantee's use of the Easement.

9. **FUTURE ACCESS TO LOCH ALSH AVENUE.** Grantee agrees that, in the event that Grantee constructs access from the Easement Area across Grantee's property to Loch Alsh Avenue at any point in the future, Grantee will grant to Grantor an easement across such access on Grantee's property to Loch Alsh Avenue, for the benefit of Grantor's property located at 800 Loch Alsh Avenue, Tax Parcel No. 54-00-10807-002, pursuant to a form of easement agreement reasonably acceptable to Grantor and Grantee.

10. **PADOT PROPERTY.** Grantor and Grantee acknowledge and agree that PADOT may currently hold fee title to, or a right of way or easement over, certain property located within the Easement Area, as depicted on the plans attached as Exhibit "A" hereto (the "PADOT Property"). The parties agree that, in the event that title to the PADOT Property is or becomes vested in Grantor, unencumbered by easement, right of way, or other interest of PADOT, the Easement granted hereunder shall be deemed to include the portion of the PADOT Property which is located within the Easement Area, and shall be subject to all of the terms and conditions hereof.

11. **RECORDING AND COST OF RECORDING.** This Easement Agreement shall be recorded at the sole expense of the Grantee in the Recorder's Office.

12. **DURATION.** This Easement Agreement and the rights contained herein shall operate as covenants running with the Grantor Property and the Grantee Property, until any transfer of the Grantee Property. Upon any transfer of the Grantee Property, this Easement

Agreement shall be null and void and of no further force or effect, unless otherwise agreed to in writing by Grantor.

13. GENERAL PROVISIONS.

a. Entire Agreement. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their successors or assigns. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

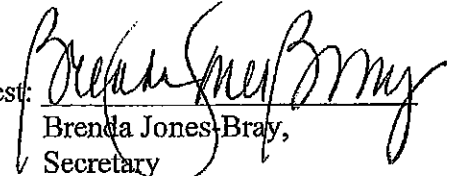
b. Controlling Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

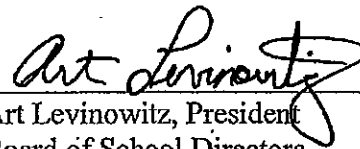
c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.


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

GRANTOR:

THE SCHOOL DISTRICT OF
UPPER DUBLIN

Attest: 
Brenda Jones-Bray,
Secretary

By: 
Art Levinowitz, President
Board of School Directors


Kenneth A. Roos, Esquire

GRANTEE:

THE TOWNSHIP OF UPPER DUBLIN

Attest: _____

By: _____
Ira S. Tackel, President
Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA

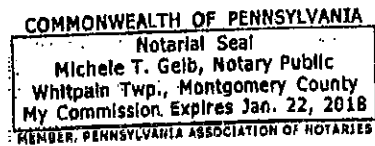
COUNTY OF MONTGOMERY

On this 12th day of June, 2014 before me Michele T. Geib, the undersigned officer, personally appeared **Kenneth A. Roos, Esquire** known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court No. 41508 and a subscribing witness to the within instrument, and certified that he was personally present when **Art Levinowitz, as President of the Board of School Directors of the Upper Dublin School District, and Brenda Jones-Bray, as Secretary of the Upper Dublin School District**, subscribed to the within acknowledgement and that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this, the ___ day of _____, 2014, before me, the undersigned officer, personally appeared Ira S. Tackel, who acknowledged himself to be the President of the Board of Commissioners of **THE TOWNSHIP OF UPPER DUBLIN**, the within named Grantee, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year aforesaid.

Notary Public

My Commission expires:

EXHIBIT "A"
Plan of Easements

(see attached plan)



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.
Cynthia H. VanHise, P.E.
James R. Rudolph, P.E., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Wendy L. Clair, SPHR, Business 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

February 5, 2010
Rev. February 22, 2013

UD07.108
Upper Dublin Township

Variable Width Access Easement
lands of Upper Dublin School District

ALL THAT CERTAIN variable width permanent access easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on an Plan of Easements & Boundary Correction, prepared for Upper Dublin School District by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated January 20, 2010; last revised February 20, 2013 and being more fully described as follows:

BEGINNING at a point of intersection of the northerly legal right-of-way line of Highland Avenue (S.R. 8033, 60' from the centerline at this point) with the easterly legal right-of-way line of Route 309 (S.R. 0309, variable width, limited access highway), said point being a southwesterly corner of lands of Upper Dublin School District (taxmap block 26, unit 83) and being located the following three (3) courses and distances from the westerly legal right-of-way line of Fort Washington Avenue (S.R. 2022, 50' wide); 1) along said Highland Avenue legal right-of-way line (40' from the centerline at this point), North 53°54'04" West, 364.80 feet to a point; 2) continuing along said legal right-of-way line, North 36°05'56" East, 20.00 feet to a point; 3) North 53°54'04" West, 300.39 feet to the point of beginning, as shown on said plan; thence, extending along said Route 309 legal right-of-way line the following five (5) courses and distances; 1) North 17°49'19" East, 140.55 feet to an angle point; 2) North 09°50'36" East, 277.54 feet to a point; 3) North 13°41'48" East, 512.48 feet to an angle point; 4) North 21°40'29" East, 223.96 feet to an angle point; 5) North 16°37'56" East, 157.75 feet to a point in

Herbert H. Metz, Inc. Since 1910 UD07.108\EASEMENTS\legals\Perm-Access-Ease.doc

Exhibit B

the line of lands of Upper Dublin Township (block 26, unit 78); thence, extending along said Township line of lands, South 53°37'19" East, 65.47 feet to a point; thence, extending on and through said School District lands the following six (6) courses and distances; 1) South 23°36'47" West, 338.05 feet to a point of curvature; 2) on the arc of a circle curving to the left in a southerly direction having a radius of 275.28 feet, the arc distance of 47.50 feet to a point of tangency; 3) South 13°43'34" West, 470.84 feet to a point of curvature; 4) on the arc of a circle curving to the left in a southerly direction having a radius of 373.70 feet, the arc distance of 25.65 feet to a point of tangency; 5) South 09°47'38" West, 349.79 feet to a point of curvature; 6) on the arc of a circle curving to the right in a southwesterly direction having a radius of 216.85 feet, the arc distance of 77.26 feet to a point on the aforementioned Highland Avenue legal right-of-way line; thence, extending along said legal right-of-way line, North 53°54'04" West, 48.35 feet to a point, said point being the point and place of beginning.

RESOLUTION NO. 14-2171

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000.00 from the Commonwealth Financing Authority to be used for the Rapp Run Bridge Replacement.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

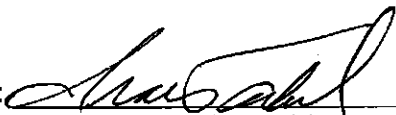
I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 12, 2014 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

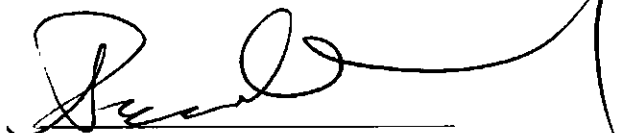
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 12th day of August, 2014.

UPPER DUBLIN TOWNSHIP
Name of Applicant

Board of Commissioners
Upper Dublin Township

MONTGOMERY
County

By: 
Ira S. Tackel, President


Secretary, Paul A. Leonard

RESOLUTION NO. 14-2172

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 December 16, 2008 as amended July 23, 2009, and,

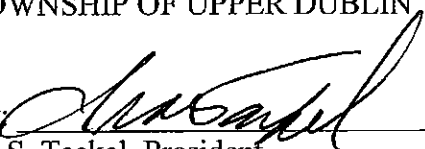
WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

ADMINISTRATION DEPARTMENT

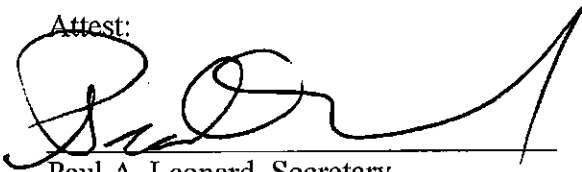
Administrative Files past their retention schedule – 530 files
Bid Files from 1996-2001 that are past their retention schedule – 126 files

ADOPTED this August 12, 2014.

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

By: 
Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION

NO. 14-2173

WHEREAS, the Code of the Township of Upper Dublin ("Township Code"), Chapter 127, Historic Preservation, Section 127-5, Historic Resource Inventory, establishes a Historic Resource Inventory of buildings, structures, and sites in the Township designated for preservation; and

WHEREAS, the property of the Piszek Estate, known as the Emlen House, situated at 1901 E. Pennsylvania Avenue has been designated as a Class II Historic Resource on the Historic Resource Inventory; and

WHEREAS, the Upper Dublin Township Code, Chapter 73, Building Construction – Uniform Construction Code at Section 72-2 adopted §3407.3, a modification of the Uniform Construction Code to provide special requirements to obtain a permit to demolish an Historic Resource; and

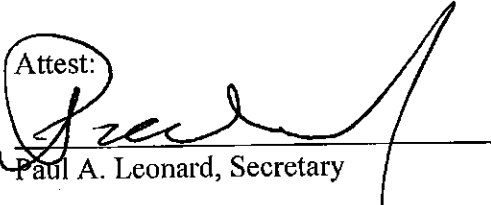
WHEREAS, pursuant to §3407.3, upon application for a demolition permit for an Historic Resource, the Upper Dublin Historic Commission must first consider the application and make a written report to the Board of Commissioners in which it recommends either (1) immediate approval of the permit, (2) conditional approval of the permit subject to the applicant providing additional documentation, or (3) a 90 day delay in the issuance of the permit; and

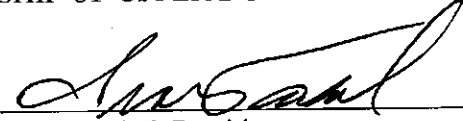
WHEREAS, Spring House Land, Inc. has applied for a demolition permit to partially demolish the Emlen House, demolish the buildings and tennis courts accessory thereto, and demolish the Helen House, and the Historical Commission reported in a communication dated July 30, 2014 that it approved the demolition permit applications.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves that, upon recommendation of the Upper Dublin Historical Commission, the application of Spring House Land, Inc. for a permit to partially demolish the Emlen House, demolish the buildings and tennis courts accessory thereto and demolish the Helen House, all of which are located on the Piszek Estate property at 1901 E. Pennsylvania Avenue, be approved and the permit issued.

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 12th day of August, 2014.

TOWNSHIP OF UPPER DUBLIN

Attest: 
Paul A. Leonard, Secretary

By: 
Ira S. Tackel, President

RESOLUTION NO. 14-2174

RESOLUTION TO ACCEPT AND APPROVE SETTLEMENTS OF REAL ESTATE TAX ASSESSEMENT APPEALS FOR PROPERTIES LOCATED AT 475 VIRGINIA DRIVE, 515 W. PENNSYLVANIA AVENUE, 535 W. PENNSYLVANIA AVENUE, AND 1035 VIRGINIA DRIVE.

WHEREAS, UPPER DUBLIN TOWNSHIP, through its solicitors, is a party to real estate tax assessment appeals (hereinafter "Appeals") pending on four (4) separate properties (hereinafter "Properties") which were filed by and/or owned by HUB Properties Trust or its affiliates, and which Properties are located in UPPER DUBLIN TOWNSHIP, Montgomery County, Pennsylvania at the following addresses:

- 475 Virginia Drive, identified as Parcel No. 54-00-16389-009;
- 515 W. Pennsylvania Avenue, identified as Parcel No. 54-00-04363-002;
- 535 W. Pennsylvania Avenue, identified as Parcel No. 54-00-08791-002; and
- 1035 Virginia Drive, identified as Parcel No. 54-00-16375-104;

WHEREAS, the School District of Upper Dublin (hereinafter "School District") and the County of Montgomery ("County") are also parties to the Appeals;

WHEREAS, the Appeals on the Properties relate to tax years dating to 2002;

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received Settlement Stipulations (hereinafter "Settlement Stipulations") from the School District and the County, which if approved by all taxing authorities, would settle and resolve the Appeals:

WHEREAS, the Settlement Stipulations, if approved by all taxing authorities, would result in reductions in the real estate tax assessments for the Properties for the tax years at issue;

WHEREAS, the Settlement Stipulations and the reductions in the real estate tax assessments for the Properties, if approved by all taxing authorities, will necessitate tax refunds to the property owner(s);

and

WHEREAS, the assessment reductions set forth in the Settlement Stipulations have been reviewed and recommended by an experienced real estate appraiser retained by the School District, with participation by the County and UPPER DUBLIN TOWNSHIP;

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

The Settlement Stipulations referenced herein are accepted and approved by the Board of Commissioners of UPPER DUBLIN TOWNSHIP; and if the settlements are accepted, approved and executed by the School District and County, the Township Solicitor is authorized to execute said Stipulations on behalf of the Board of Commissioners of UPPER DUBLIN TOWNSHIP.

RESOLVED, this 9th day of September, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary/Manager

By: 
Ira S. Tackel, President

RESOLUTION NO. 14-2175

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 December 16, 2008 as amended July 23, 2009, and,

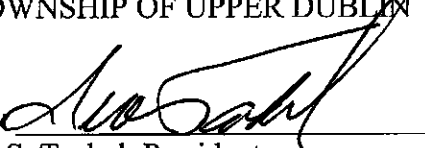
WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

POLICE DEPARTMENT

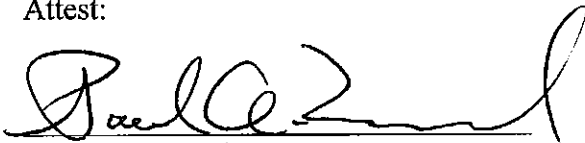
Pennsylvania Law Enforcement Accreditation Commission, Accreditation Program Files for 2005, 2008, and 2011

ADOPTED this September 9, 2014.

**BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN**

By 
Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 14- 2176

**PRELIMINARY/FINAL LAND DEVELOPMENT
CONDITIONAL APPROVAL FOR THE
SUBDIVISION/LAND DEVELOPMENT APPLICATION
OF THE CUTLER GROUP FOR THE
DEVELOPMENT KNOWN AS THE "ZIEGER TRACT"**

WHEREAS, the Cutler Group ("Developer") is the owner of a 37.62 acre tract of land bounded by Welsh Road, Dreshertown Road, and Jarrettown Road, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"); and

WHEREAS, the Developer desires to demolish all existing structures, perform a soil remediation pursuant to a clean up plan approved by the Pennsylvania Department of Environmental Protection, and construct an age qualified community on the Property consisting of 105 new single family detached homes and a community center ("Development"); and

WHEREAS, Developer has submitted a preliminary/final subdivision and land development plan prepared by STA Engineering, Inc. dated June 30, 2014, last revised on September 19, 2014, consisting of sheets 1 through 57, together with a supplemental Erosion and Sedimentation Control Report prepared by STA Engineering, Inc., a Post Construction Stormwater Management Plan Narrative prepared by STA Engineering, Inc., and Infiltration Reports prepared by DelVal Soil & Environmental Consultants, said plans and reports 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, the Upper Dublin Township Subdivision and Land Development Code, Chapter 212

("SALDO"), the Upper Dublin Township Stormwater Management Code, Chapter 206 ("SMC"), the Upper Dublin Township Grading Ordinance, Chapter 99, the Upper Dublin Township Engineering and Construction Standards and Improvements Procedures ("ECSIP"), and other applicable Township Codes, Ordinances, regulations and requirements.

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 financial 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. All utilities serving the structures proposed to be built on the Property shall be placed underground.

4. The Developer shall comply with all comments and conditions set forth in the review letter of the Township Engineer dated November 3, 2014 ("Township Engineer Letter"), except as follows:

(a) Developer shall not be required to pay a fee in lieu of the 53 trees that are not proposed for individual lots. (See Township Engineer Letter, p. 6 of 10, paragraph 10, SALDO §212 F. (6)(a)[2].)

(b) Developer shall not be required to install low profile and low-maintenance plantings in the edge areas adjacent to the 8-foot wide trail between lots 7 and 8; provided, however,

Developer shall install buffer evergreens on Lots 7 and 8, along the border of the easement, sized and spaced to provide appropriate screening of the trail. (See Township Engineer Letter, p. 6 of 10, paragraph 10, SALDO §212 F.(6)(a)[2].)

(c) Stormwater Management Basins A and B shall be fenced. Stormwater Management Bio-basins A1, B1 and B2 shall not require fences. (See Township Engineer Letter, p. 7 of 10, paragraph 5.)

(d) Compliance with the Public Works Department's review letter dated October 8, 2014, and the Traffic Engineer's June 3, 2014, letter and memorandum shall not be required except as provided in this Resolution. (See Township Engineer Letter, p. 8 of 10.)

5. The Developer shall comply with all comments and conditions set forth in the Township Lighting Consultant's letter dated October 8, 2014.

6. The Developer shall install Synchronized Intelligent Traffic Control Systems for the traffic signals situate at Jarrettown/Welsh Road, Dresher/Welsh Road and Dreshertown/Welsh Road.

7. As a condition precedent to the issuance of building permits for Lots 4-15 (inclusive), 19-29 (inclusive) and 43-46 (inclusive), the Township Engineer, based upon the relevant depth of the basement in the dwelling unit proposed and the bottom depth of nearby detention basin or bio-retention basin, as well as information furnished on infiltration and permeability, shall determine the need to require waterproofing around the perimeter of the basement wall in a manner acceptable to the Township Engineer.

8. The Developer has requested waivers from the requirements of the SALDO, the SMC and the ECSIP as set forth below:

(a) Waivers from the required ultimate rights-of-way for Welsh Road, Jarrettown Road and Dreshertown Road, SALDO §212-14 J. The waivers are granted.

- (b) Waivers from the requirement to widen Dreshertown Road, Welsh Road, and Jarrettown Road, SALDO §212-15 B. The waivers are granted.
- (c) Waiver from the requirement that new residential streets have a 30' cartway and a 50' right-of-way, SALDO §212-15. The waiver is granted.
- (d) Waiver from the requirement that sidewalks be installed along all public and private streets, SALDO §212-18. The waiver is granted.
- (e) Waiver from the requirement to install curbs along all public and private streets, SALDO §212-19. The waiver is granted.
- (f) Waiver from the requirement that all corner lots be a minimum of 1 ½ times the minimum width of the interior lots of the same block, SALDO §212-21 C. The waiver is granted.
- (g) Waiver from the requirement that landscape plans be drawn at a scale of not less than 1"= 40', SALDO §212-32 E.(1)(k). The waiver is granted.
- (h) Waiver from the requirement that no more than 35% of the plant material be evergreen, SALDO §212-F.(2)(c)[1]. The waiver is granted, conditioned on providing a Softening Buffer behind lots/units 1-5 and 44-46.
- (i) Waiver from the requirement that evergreen trees be spaced 12' on center, spacing to be adjusted to 18' on center, SALDO §212-32 F.(3)(c)[3]). The waiver is granted, conditioned on the Developer providing an approved irrigation system.
- (j) Waiver from the requirement that "A" Residential District lots provide a minimum of 3 trees per lot, SALDO §212-32 F.(6)(a)[2]. The waiver is granted, conditioned on the Developer providing a minimum of 2 trees and 10 shrubs per lot.
- (k) Waiver from the requirement that no above ground stormwater management structure, as defined in the SMC, be built within 20' of a front, side or rear property line or existing

building, SMC §206-22. A waiver from the SMC definition of stormwater management structure is granted.

(l) Waiver from the requirement that roof drains not directly connect to the storm drain system, SMC §206-31 I.(4)(c)[1]. The waiver is granted.

(m) Waiver from the requirement that Basin B and Bio-basin A1 have an infiltration period for retained runoff not to exceed forty-eight-hours, and from the requirement that a factor of safety of 3 or greater be used when computing infiltration potential, SMC §206-36 B. The waiver is granted.

(n) Waiver from the requirement to provide a minimum cover over all storm water pipes of 2' from the finished grade to the outside of the pipe bell, SMC §206-103 B.(13). The waiver is granted.

(o) Waiver from the requirement that all endwalls be constructed of concrete, ECSIP II.F.2. The waiver is granted.

9. The Developer shall provide fencing around all stormwater management basins, excluding Bio-basins A1, B1, and B2. The fence detail shall be amended to add vinyl coated grid wire mesh.

10. All roadways within the Development shall be undedicated, to be owned and maintained by a duly established non-profit corporation comprised of all unit owners within the Development ("HOA").

11. The HOA shall be responsible for providing services in the nature of but not limited to: snow removal, street maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of those services to be provided by the HOA.

12. The HOA shall be responsible for enforcing the limitations on the use of property within the Development which qualify it as an "Age Qualified Residential Community."

13. The Property requires the remediation of soil in accordance with a Cleanup Plan and Act 2 release to be secured from the Pennsylvania Department of Environmental Protection, as well as the demolition and removal of existing greenhouses and other structures and abatement of any asbestos associated therewith. Prior to or contemporaneous with the execution of the Land Development Agreement and posting of required financial security with Upper Dublin Township to assure proper installation of site improvements, additional financial security shall be posted in an amount necessary to complete any such soil remediation and demolition in accordance with bona fide bids furnished to and approved by Upper Dublin Township.

14. At the time of execution of the Land Development Agreement, a contribution shall be made to Upper Dublin Township in the sum of Thirty Thousand Dollars (\$30,000.00), in lieu of recreational facilities/equipment which otherwise would be associated with development under the A Residential provisions of the Upper Dublin Township Zoning Ordinance. This contribution shall not be restricted in regard to the manner of subsequent usage by Township. If the bid cost to complete Township designated improvements associated with the removal of Harrington Drive exceeds the bid cost to remove Harrington Drive in accordance with the presently recorded Declaration dated March 7, 2014, any such excess cost shall be credited against this contribution.

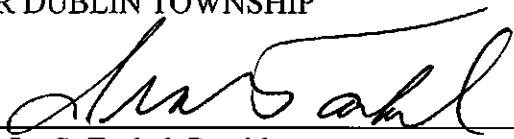
15. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) per home or dwelling unit, or One Hundred Fifty Seven Thousand, Five Hundred Dollars (\$157,500.00) in the aggregate, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township, at the time of Building Permit application.


16. 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 Developer and shall be at no cost to the Township.

17. 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 SALDO and all other applicable Upper Dublin Township Codes, must be accomplished within one-hundred twenty (120) 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 one-hundred twenty (120) days of this Resolution (or any written extension thereof), this contingent preliminary/final subdivision and land development plan approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 11th day of November, 2014.

UPPER DUBLIN TOWNSHIP

BY: 
Ira S. Tackel, President

Attest:

Paul A. Leonard, Secretary

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RESOLUTION

NO. 14-2177

WHEREAS, the Code of the Township of Upper Dublin ("Township Code"), Chapter 127, Historic Preservation, Section 127-5, Historic Resource Inventory, establishes a Historic Resource Inventory of buildings, structures, and sites in the Township designated for preservation; and

WHEREAS, the property of the Pizsek Estate, known as the Copernicus/Hawkswell House, situated at 900 E. Pennsylvania Avenue, has been designated as a Class II Historic Resource on the Historic Resource Inventory; and

WHEREAS, the Upper Dublin Township Code, Chapter 73, Building Construction – Uniform Construction Code at Section 72-2 adopted §3407.3, a modification of the Uniform Construction Code to provide special requirements to obtain a permit to demolish an Historic Resource; and

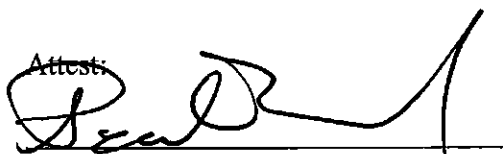
WHEREAS, pursuant to §3407.3, upon application for a demolition permit for an Historic Resource, the Upper Dublin Historic Commission must first consider the application and make a written report to the Board of Commissioners in which it recommends either (1) immediate approval of the permit, (2) conditional approval of the permit subject to the applicant providing additional documentation, or (3) a 90 day delay in the issuance of the permit; and

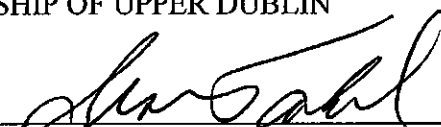
WHEREAS, Spring House Land, Inc. has applied for a demolition permit to remove the Copernicus/Hawkswell House; the Historical Commission reported in an email dated October 29, 2014 that it approved the demolition permit application.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves that, upon recommendation of the Upper Dublin Historical Commission, the application of Spring House Land, Inc. for a permit to demolish the Copernicus/Hawkswell House at 900 E. Pennsylvania Avenue be approved and the permit issued.

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 11th day of November, 2014.

TOWNSHIP OF UPPER DUBLIN

Attest:

Paul A. Leonard, Secretary

By: 
Ira S. Tackel, President

RESOLUTION NO. 14-2178

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

WHEREAS, Temple University's School of Environmental Design, based at Temple's Ambler Campus offers degrees in Community and Regional Planning (CRP) and is accredited by the Planning Accreditation Board; and

WHEREAS, the CRP program is strongly rooted in the principals of sustainability, environmental planning, regional planning, and advanced computer applications and builds on the precepts of ecologically-based panning as envisioned by the late Ian McHarg of the University of Pennsylvania; and

WHEREAS, Temple University's School of Environmental Design, based at Temple's Ambler Campus is also home to the Center for Sustainable Communities (CSC) which develops and promotes new approaches to protect and preserve quality of life through sustainable development; and

WHEREAS, the Center acts as a resource for government agencies, community organizations, and developers, providing objective information and services to improve decision-making relative to land use and water resources planning and development; and

WHEREAS, Upper Dublin Township and our surrounding municipalities have been the beneficiaries of a great many planning efforts by students in the CRP Program and CSC researchers including studies related to connecting the open spaces of the Ambler Sub-region, dangerous flooding conditions in the Sandy Run Watershed and demonstration projects in stormwater best management practices; and

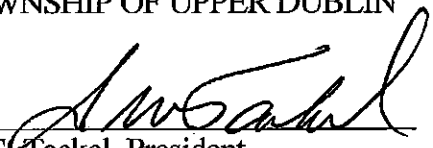
WHEREAS, Temple University is currently considering disestablishing the Community and Regional Planning Program; and

WHEREAS, should Temple's Community and Regional Planning Program be disestablished, an enormously valuable resource for the study and practical application of sustainability, environmental planning, transportation planning and community engagement within the Philadelphia Region and well beyond will be lost at a time when it is needed more than ever;

NOW THEREFORE, The Upper Dublin Township Board of Commissioners urges Temple University President Neil Theobald and the Board of Trustees to carefully consider the impacts of disestablishing the Community Regional Planning Program on the entire Philadelphia Region in terms of both sustainable development and the education of the planners required to lead community-based sustainable planning efforts locally and beyond.

ADOPTED this 11th day of November, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION NO. 14-2179

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2015.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2015 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 2015 budget was advertised as required by law and made available for public inspection on November 17, 2014, and,

WHEREAS, the proposed 2015 budget was advertised as required by law and was presented and amended at public hearings on November 18, 2014, November 22, 2014 and December 2, 2014, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2015;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2015.

ADOPTED this 9th day of December 2014.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY:


Ira S. Tackel, President

ATTEST:


Paul A. Leonard, Secretary

RESOLUTION FOR PLAN REVISION

RESOLUTION OF THE SUPERVISORS/COUNCIL OF UPPER DUBLIN
TOWNSHIP/MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the **Pennsylvania Code**, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality.

WHEREAS, extending the existing sanitary sewer to serve properties along Bauman Drive and Hanover Place in Upper Dublin Township will allow failing on-lot systems to be taken off-line.

WHEREAS, Upper Dublin Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Township of Upper Dublin hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

I PAUL A. LEONARD, Secretary, UPPER DUBLIN Township Board of Commissioners here by certify that the foregoing is a true copy of Resolution No. 15-2180, adopted January 13th, 2015.

AUTHORIZED SIGNATURE

MUNICIPAL SEAL



RONALD FELDMAN, VICE PRESIDENT



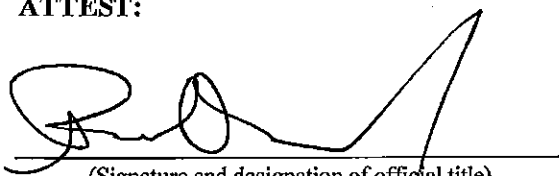
PAUL A. LEONARD, SECRETARY

RESOLUTION NO: 15-~~2181~~ 2181

BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS
(Name of governing body)
of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)
is hereby resolved by authority of the same, that the TOWNSHIP MANAGER
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:



(Signature and designation of official title)

PAUL A. LEONARD, SECRETARY

Upper Dublin Township
(Name of MUNICIPALITY)

By: 

(Signature and designation of official title)

RONALD P. FELDMAN, VICE PRESIDENT

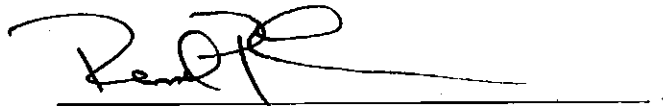
I, RONALD P. FELDMAN, VICE PRESIDENT
(Name) (Official Title)

of the BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, 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 13TH day of JANUARY, 2015.
(Name of governing body)

DATE: JANUARY 13, 2015



(Signature and designation of official title)

RONALD P. FELDMAN, VICE PRESIDENT

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
 Municipal Name : Upper Dublin Township
 Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034
 Municipal Phone Number : (215) 643-1600 Alternative Phone Number : _____
 E-mail Address : pleonard@upperdublin.net
 Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : N. Limekiln Pike (S.R. 0152) and Norristown Road (S.R. 2007)
 Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-1065
 Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
 Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____
 If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

installation of emergency pre-emption and base mounted controller assembly.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
 Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

Municipal Resolution (*required*) Location Map Traffic Volumes / Pedestrian Volumes
 Letter of Financial Commitment Photographs Turn Lane Analysis
 Traffic Signal Permit Straight Line Diagram Turn Restriction Studies
 Warrant Analysis Capacity Analysis Other : _____
 Crash Analysis Traffic Impact Study (TIS)
 Traffic Signal Study Condition Diagram

**Application for
Traffic Signal Approval**



Please Type or Print all information in Blue or Black Ink

County: _____
Engineering District: _____
Department Tracking #: _____
Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Paul A. Leonard

Date: 11/3/2015

Signed By: [Signature]
Title of Signatory: Township Manager

Witness or Attest: [Signature]
Title of Witness or Attester: Manager's Office Admin

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

TYPE OF REPAIR PERMITTED

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, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the System Number (if applicable) line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the Application #: line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 15-2182

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)



(Signature and designation of official title)
Paul A. Leonard, Secretary
I, Ronald P. Feldman
(Name)

By: 

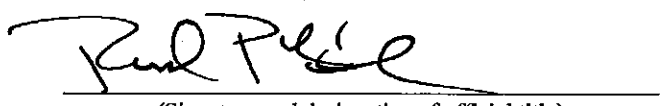
(Signature and designation of official title)
Ronald P. Feldman, Vice President
Vice President
(Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 13th day of January, 2015
(Name of governing body)

DATE: January 13, 2015



(Signature and designation of official title)
Ronald P. Feldman, Vice President

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034
Municipal Phone Number : (215) 643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (intersection) : N. Limekiln Pike (S.R. 0152) and Twining Road
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-1064
Type of Device (select one) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (if applicable) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :
Installation of countdown pedestrian signal heads.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (required)	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input checked="" type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

**Application for
Traffic Signal Approval**



Please Type or Print all information in Blue or Black Ink

County: _____
Engineering District: _____
Department Tracking #: _____
Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Paul A. Leonard

Date: 11/3/2015

Signed By: [Signature]
Title of Signatory: Township Manager

Witness or Attest: [Signature]
Title of Witness or Attester: Manager's Office Admin

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- 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
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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.

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Signal Maintenance Organization**

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Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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.

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Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

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Municipal Name: Provide the official municipal name.

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Alternative Phone Number: Provide an alternative phone number of the municipal contact.

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Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

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Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

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Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

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E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

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Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

**TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS**

RESOLUTION NO. 15-2183

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

WHEREAS, the Township of Upper Dublin (the "Township") has previously issued its General Obligation Bonds, Series of 2010 in the original aggregate principal amount of \$11,855,000, of which \$2,390,000 principal amount (and electoral debt) is currently outstanding (the "2010 Bonds"); and

WHEREAS, the Township, based on advice from its financial advisors, has determined that it may be financially advantageous to either currently or advance refund all of its outstanding 2010 Bonds to achieve debt service savings (the "Refunding Program"); and

WHEREAS, in order to finance the Refunding Program, the Township desires to issue its General Obligation Bonds, Series of 2015 (the "2015 Bonds"), in the approximate aggregate principal amount of \$2,515,000; and

WHEREAS, it is necessary and desirable that the Township now engage its professional advisors to assist with the development and structuring of the financing of the Refunding Program and to authorize various actions necessary to effectuate the issuance of the 2015 Bonds for the Refunding Program,

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

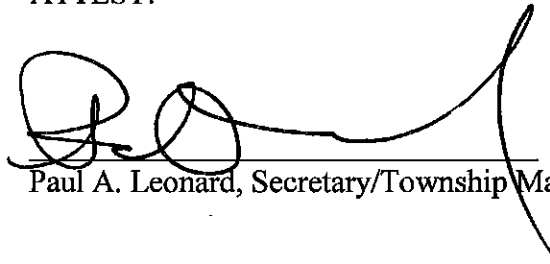
1. The Township hereby authorizes its staff, Financial Advisor (Public Financial Management, Inc.) and Bond Counsel (Saul Ewing LLP) to proceed with the planning, preparation and structuring of the financing of the Refunding Program including, but not limited to: (i) the establishment of a financing timetable for the 2015 Bonds; (ii) the preparation of materials utilized in the competitive solicitation of proposals or negotiated sale to purchase the 2015 Bonds; (iii) the preparation of a Preliminary Official Statement and appropriate disclosure materials; and (iv) other matters with respect to the authorization and issuance of the 2015 Bonds.

2. The Township's Financial Advisor is hereby authorized and directed to proceed with the competitive solicitation of proposals or negotiated sale to purchase the 2015 Bonds and to present to the Township at a future meeting of the Board of Commissioners the specific bond purchase proposal which, among other things, reflects the lowest net interest cost to the Township.

3. It is understood that the Township will incur no obligation to compensate its professional advisors for their services unless the financing is implemented and a closing occurs on the 2015 Bonds.

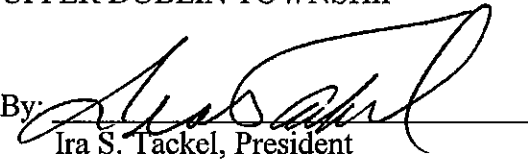
RESOLVED, this 10th day of February, 2015.

ATTEST:



Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: 

Ira S. Tackel, President

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

RESOLUTION NO. 15-2184

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 24, 2015 as

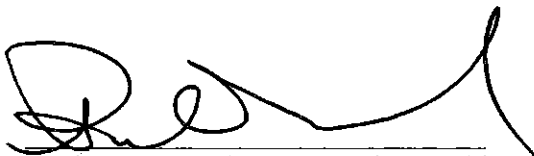
ARBOR DAY

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

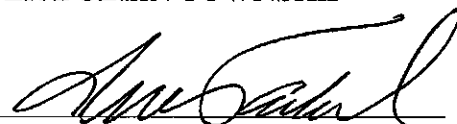
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 10th day of February, 2015.

ATTEST:


Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: 
Ira S. Tackel, President

**TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS**

RESOLUTION

NO. 15-2185

**A RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT
AND RELEASE BETWEEN THE TOWNSHIP OF UPPER DUBLIN AND
COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES ASSOCIATED WITH THE
ARDSLEY DRAINAGE CHANNEL FLOOD CONTROL PROJECT,
PROJECT NO. DGS 181-15**

WHEREAS, serious flooding and flood damages recur along an unnamed tributary to Sandy Run in the Township of Upper Dublin ("Township") endangering the public health and welfare; and

WHEREAS, the aforementioned unnamed tributary to Sandy Run is known locally as the "Ardsley Drainage Channel"; and

WHEREAS, the Department of Environmental Protection of the Commonwealth of Pennsylvania ("DEP") proposed and designed, and Upper Dublin reviewed and approved, a flood protection project consisting of a reinforced concrete rectangular open channel and concrete box culvert as shown and described in Project No. DGS 181-15, Ardsley Drainage Channel Flood Control Project, Rights-of-Way Acquisition, Drawings Numbered 1.1R through 1.6R (the "Project"); and

WHEREAS, the Township and DEP entered into a Sponsorship Agreement, dated April 21, 2003, whereby the Township agreed to be the sponsor for the Project; and

WHEREAS, the Township requested that certain additional construction items be included in the Project for which the Township would reimburse the Department of General Services ("Additional Construction"); and

WHEREAS, this Additional Construction included, inter alia, a stormwater system extension on North Hills Road; and

WHEREAS, the Department of General Services ("DGS") and the Township separately entered into a Reimbursement Agreement dated December 30, 2009, which sets forth DGS's responsibility to include the Additional Construction of the Project, as well as the Township's responsibilities to reimburse DGS for the Additional Construction ("Reimbursement Agreement"); and

WHEREAS, DGS's construction contractor installed a stormwater system extension on North Hills Road; and

**SETTLEMENT AGREEMENT
AND RELEASE BETWEEN**

TOWNSHIP OF UPPER DUBLIN

and the

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

THIS Settlement Agreement and Release is made this ____ day of _____, 2015, by and between the Commonwealth of Pennsylvania, acting through the Department of General Services, an administrative department of the Commonwealth of Pennsylvania, hereinafter referred to as "**DGS**", and the Township of Upper Dublin, hereinafter referred to as "**Township**".

WITNESSETH THAT:

WHEREAS, DGS entered into a Construction Contract for Project No. DGS 181-15 for the construction services related to the Ardsley Drainage Channel Flood Control Project, located in Upper Dublin and Abington Townships, Montgomery County, Pennsylvania (the "Project"); and

WHEREAS, the Township and DEP entered into a Sponsorship Agreement, dated April 21, 2003, whereby the Township agreed to be the Sponsor for the Project; and

WHEREAS, the Sponsorship Agreement required the Township to, inter alia, obtain land acquisitions and easements, remove/relocate impeding structures and utilities for the Project to proceed, and assume ownership and control of the completed work; and

WHEREAS, the Township requested that certain additional construction items be included in the Project for which the Township would reimburse DGS (“Additional Construction”); and

WHEREAS, this Additional Construction included, inter alia, a storm water system extension on North Hills Road; and

WHEREAS, DGS and the Township subsequently entered into a Reimbursement Agreement, dated December 30, 2009, which set forth DGS’ responsibility to include the Additional Construction in the Project as well as the Township’s responsibilities to reimburse DGS for the Additional Construction (“Reimbursement Agreement”); and

WHEREAS, DGS’ construction contractor installed the storm water system extension on North Hills Road; and

WHEREAS, DGS has claimed that the storm water system extension has been installed in accordance with specifications and industry tolerances; and

WHEREAS, the Township has claimed that the storm water system extension has not been installed in accordance with specifications and industry tolerances; and

WHEREAS, as a result of this dispute, the Township has not provided reimbursement to DGS for the Additional Construction pursuant to the terms of the Reimbursement Agreement; and

WHEREAS, DGS and the Township desire to settle this dispute regarding the Additional Construction.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of mutual promises, covenants and undertakings contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
2. The total Reimbursement Agreement amount, based on actual and legitimate contractor billings, is \$897,042.45.
3. As of the date of this Settlement Agreement, the Township has made payment to DGS under the Reimbursement Agreement in the amount of \$569,335.64 and an outstanding balance of \$327,706.81 remains.
4. DGS and the Township have negotiated a replacement cost of \$294,050.00 for the Additional Construction (Exhibit A).
5. The remaining undisputed Reimbursement Agreement amount is \$33,656.81, which includes the outstanding balance of \$327,706.81 less the negotiated replacement cost for the Additional Construction of \$294,050.00. The Township agrees to pay this undisputed amount of \$33,656.81 within sixty (60) days of full execution of this Settlement Agreement and Release.
6. Further, the Township agrees to pay and DGS agrees to accept \$140,050.00 of the negotiated replacement cost of \$294,050.00 in full and final settlement of payment towards the Additional Construction. The Township agrees to pay this amount within sixty (60) days of full execution of this Settlement Agreement and Release.
7. Subject to receipt by DGS of the sum of \$173,706.81 (\$33,656.81+140,050.00), DGS hereby releases the Township, its successors and assigns, from any further payments under the Reimbursement Agreement and from any and all actions, causes of action, claims, suits, debts, sums of money, accounts, reckonings,

covenants, controversies, agreements, promises, variances, damages, liability, demands, obligations, losses, costs and expenses of every kind, name and nature, which the Commonwealth of Pennsylvania or DGS may now have against the Township with respect to claims arising out of the Reimbursement Agreement and/or the Additional Construction.

8. Subject to receipt by DGS of the sum of \$173,706.81, the Township hereby releases and forever discharges DGS, its successors and assigns, from any and all actions, causes of action, claims, suits, debts, sums of money, accounts, reckonings, covenants, controversies, agreements, promises, variances, damages, liability, demands, obligations, losses, costs and expenses of every kind, name and nature, which Township may now have against DGS with respect to claims arising out of the Reimbursement Agreement and/or the Additional Construction.
9. This Settlement Agreement and Release shall not be modified, amended, altered or supplemented except by agreement in writing signed by the parties hereto.
10. Nothing contained herein shall be deemed an admission of liability on the part of DGS or the Township.
11. This Settlement Agreement and Release shall be governed by, construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania.
12. This Settlement Agreement and Release and all its terms and conditions shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

13. This Settlement Agreement and Release merges and supersedes previous negotiations, understandings, agreements, representations and warranties between the parties with respect to the subject matter hereof, and, together with any other agreement between the parties entered into, on, or after the date hereof and expressly referencing this Settlement Agreement and Release, constitutes the entire agreement between the parties.
14. This Settlement Agreement and Release may be executed by the parties in any number of counterparts, each of which with an original signature of a party or parties, and shall serve as a Release of that party's or parties' rights. This Settlement Agreement and Release shall not be enforceable until executed by the Parties and approved for form and legality by DGS' Office of Chief Counsel, the Governor's Office of General Counsel and the Pennsylvania Office of Attorney General pursuant to Sections 204(f) and 301(11) of the Commonwealth Attorneys Act, *codified at* 71 P.S. §§ 732-204(f) and 732-301(11) (1990). THE EXECUTION DATE OF THIS SETTLEMENT AGREEMENT AND RELEASE IS THE LAST DATE WHEN SIGNED BY ALL OF THE FOLLOWING: CLAIMANT, THE SECRETARY OF GENERAL SERVICES, THE DGS COMPTROLLER, THE OFFICE OF GENERAL COUNSEL AND THE OFFICE OF ATTORNEY GENERAL OR THEIR AUTHORIZED DESIGNEES.
15. When DGS has fully executed the Settlement Agreement and Release, the Office of Chief Counsel will forward a fully executed original to the Township.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release on the day and year first above written.

ATTEST:

TOWNSHIP OF UPPER DUBLIN

Signature

By _____

Title

Title

(SEAL)

WITNESS/ATTEST:

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

Signature

By _____
Secretary of General Services

Title

APPROVED AS TO LEGALITY AND FORM

Office of Chief Counsel-DGS

Office of General Counsel

Office of Attorney General

Comptroller Operations

EXHIBIT "A"

To Settlement Agreement and Release

Between Township of Upper Dublin

and the

Commonwealth of Pennsylvania,

Department of General Services

Project No. DGS 181-15 Phase 1
 Upper Dublin Township
 North Hills Avenue
 Estimated Replacement Cost for Storm Water Pipe (10/07/2014)

Metz Eng 8/28/2014 Estimate					DEP 10/07/2014 Estimate			
Item	Description	Quantity	Unit Price	Subtotals	Quantity	Unit Price	Subtotals	
A	Demolition							
1	Remove and replace mail boxes	8 EA	\$ 150	\$ 1,200	8 EA	\$ 150	\$ 1,200	
2	Remove and replace signs	3 EA	\$ 75	\$ 225	3 EA	\$ 75	\$ 225	
3	Mill Existing paving	916 SY	\$ 10	\$ 9,160	916 SY	\$ 10	\$ 9,160	
4	Remove and dispose of 18-inch	411 LF	\$ 35	\$ 14,385	411 LF	\$ 35	\$ 14,385	
5	Remove and dispose of 21-inch	963 LF	\$ 35	\$ 33,705	963 LF	\$ 35	\$ 33,705	
6	Remove and dispose of 24-inch RCP	20 LF	\$ 35	\$ 700	17 LF	\$ 35	\$ 595	
B	Erosion and Sediment Control							
1	Grading, Rake, Seed & Mulch	673 SY	\$ 10	\$ 6,730	673 SY	\$ 10	\$ 6,730	
2	18" Filter Fabric Fence	100 LF	\$ 4	\$ 400	100 LF	\$ 4	\$ 400	
C	Storm Sewer New Pipe							
1	18-inch Reinforced Concrete	411 LF	\$ 55	\$ 22,605	411 LF	\$ 55	\$ 22,605	
2	21-inch Reinforced Concrete	963 LF	\$ 60	\$ 57,780	963 LF	\$ 60	\$ 57,780	
3	24-inch Reinforced Concrete	20 LF	\$ 65	\$ 1,300	17 LF	\$ 65	\$ 1,105	
4	2B Stone backfill	322 CY	\$ 50	\$ 16,100	273 CY	\$ 50	\$ 13,650	
5	2A Stone backfill to finished	352 CY	\$ 50	\$ 17,600	352 CY	\$ 50	\$ 17,600	
6	Remove and install Downstream (cut pipe, chip out channel, pour rest tops)	8 EA	\$ 2,000	\$ 16,000	8 EA	\$ 2,000	\$ 16,000	
7	Rock Removal	30 CY	\$ 145	\$ 4,350	22 CY	\$ 145	\$ 3,190	
D	Paving Restoration							
1	9.5mm Binder	916 SY	\$ 9	\$ 8,244	916 SY	\$ 9	\$ 8,244	
2	19mm Binder	687 SY	\$ 12	\$ 8,244	676 SY	\$ 12	\$ 8,112	
3	25mm Base	687 SY	\$ 24	\$ 16,488	676 SY	\$ 24	\$ 16,224	
4	Driveways ID-2 Wearing Course	30 SY	\$ 18	\$ 540	30 SY	\$ 18	\$ 540	
5	Seal Joints	1550 LF	\$ 2	\$ 3,100	1550 LF	\$ 2	\$ 3,100	
6	Temporary Steel Plates	10 EA	\$ 100	\$ 1,000	10 EA	\$ 100	\$ 1,000	
E	Miscellaneous							
1	As-built, Re-design, Revise Plan	1 LS	\$ 7,500	\$ 7,500	1 LS	\$ 7,500	\$ 7,500	
2	Construction Stakeout	1 LS	\$ 4,000	\$ 4,000	1 LS	\$ 4,000	\$ 4,000	
3	As-built Plans	1 LS	\$ 3,000	\$ 3,000	1 LS	\$ 3,000	\$ 3,000	
4	Staging Area	1 LS	\$ 4,000	\$ 4,000	1 LS	\$ 4,000	\$ 4,000	
5	Traffic Control	1 LS	\$ 3,500	\$ 3,500	1 LS	\$ 3,500	\$ 3,500	
				=====			=====	
	Estimated Construction Cost			\$ 261,856			\$ 257,550	
	Prepare Bid Documents			\$ 3,500			\$ 3,500	
	Project Management and Inspection			\$ 33,000			\$ 33,000	
				=====			=====	
	Estimated Total Construction Cost			\$ 298,356			\$ 294,050	

RESOLUTION

NO. 15-2186

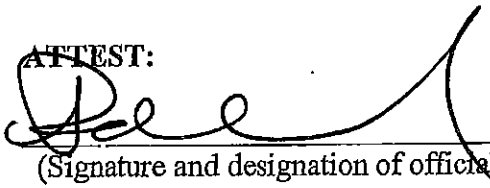
BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS
(Name of governing body)

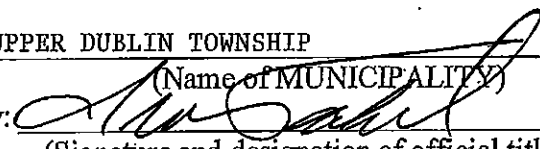
of the TOWNSHIP OF UPPER DUBLIN, MONTGOMERY County, and it
(Name of MUNICIPALITY)

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

UPPER DUBLIN TOWNSHIP
(Name of MUNICIPALITY)
By: 
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

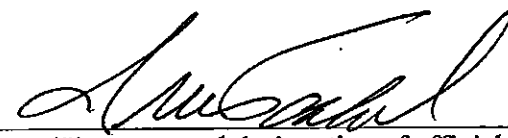
I, IRA S. TACKEL, PRESIDENT
(Name) (Official title)

of the BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, 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 10th day of February, 2015.
(Name of governing body)

DATE: 2/10/2015


(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

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 1 - YEAR

AGREEMENT NO 3900037224
FID/SSN
SAP VENDOR No. 139085

THIS AGREEMENT, fully executed and approved this _____ day of _____, 20____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

AND Upper Merion Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY"). Hereinafter, the COMMONWEALTH and the MUNICIPALITY are collectively referred to as the Parties.

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 of 2014 - 2015. (The "Winter Season" for the purpose of this Agreement shall be the period from November 1, 2014 to April 30, 2015), 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 COMMONWEALTH desires to initiate a pilot program to compensate municipalities for providing snow and ice clearance and applying anti-skid and/or de-icing materials upon State Highways based upon the actual costs incurred by a municipality to provide the services.

WHEREAS, the MUNICIPALITY desires to participate in the pilot program and conduct the winter traffic services for and in the agreed amount set forth during the term of this Agreement.

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" attached to and made part of 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 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 above, 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. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay the MUNICIPALITY, as consideration for the services contracted for in this Agreement, the total sum of the MUNICIPALITY'S eligible actual costs as set forth in Paragraphs 5 through 8 below.
4. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or a later date agreed to by both the MUNICIPALITY and the COMMONWEALTH.
5. The MUNICIPALITY shall be paid by the COMMONWEALTH for the actual costs the MUNICIPALITY has incurred in providing the services under this Agreement, with the understanding that the MUNICIPALITY shall be compensated at least \$1,100.00 per Snow Lane Mile (SLM), except as provided in Paragraph 15 below, and no more than \$1,800.00 per SLM, except as provided in Paragraph 6 below. The amount of compensation shall be determined by dividing the MUNICIPALITY's total actual costs incurred by the MUNICIPALITY in connection with this Agreement by the State Highway snow lane miles that are being serviced by the MUNICIPALITY pursuant to this Agreement.
6. The MUNICIPALITY shall be paid more than \$1,800.00 per SLM only if all other municipalities that are located within Montgomery County and that have entered into a Winter Services Agreement with the COMMONWEALTH receive payments greater than \$1,800.00 per SLM due to a Severe Winter Adjustment. A Severe Winter Adjustment is an additional compensation adjustment paid to a municipality at the end of the applicable winter season to provide additional compensation in the event of a severe winter. The Severe Winter Adjustment is equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five (5) year average for a particular county less a \$1,000.00 deductible for municipalities with an agreement totaling \$5,000.01 or more and a \$500.00 deductible for all others. Then the COMMONWEALTH shall pay MUNICIPALITY for its actual costs up to the highest Severe Winter Adjustment amount received by a municipality located in Montgomery County pursuant to the Severe Winter Adjustment.
7. Actual costs to the MUNICIPALITY that are eligible for compensation are costs incurred by the MUNICIPALITY in connection with providing services pursuant to this Agreement for the following: fuel, salaries, employee benefits, overtime, overhead, equipment, materials and any other necessary contracted costs including rental contracts. Any actual costs incurred by the MUNICIPALITY during the Winter Season shall be paid by the COMMONWEALTH in accordance with Paragraphs 5 through 8.
8. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement and because the provision of winter traffic services is critical to assuring public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement prior to between the beginning of the Winter Season and full execution of this Agreement.
9. The MUNICIPALITY shall receive the lump sum payment of \$1,100.00 per SLM upon the execution of this Agreement. If the MUNICIPALITY is entitled to more than \$1,100.00, as set forth in Paragraphs 5 and 6 above, the balance due to the MUNICIPALITY shall be paid to the MUNICIPALITY on or before July 31, 2015.

10. The MUNICIPALITY shall perform all services set forth in this Agreement, regardless of the amount of work required and/or costs incurred by the MUNICIPALITY. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the eligible amounts as set forth in Paragraphs 5 through 8 above.
11. The MUNICIPALITY agrees that at the end of the Winter Season it shall provide the COMMONWEALTH with an itemized invoice of its actual costs incurred, as defined in Paragraph 7 above, and that it shall retain any documents that evidence the costs set forth on the invoice. The COMMONWEALTH shall use this information to determine the amount of payment to which the MUNICIPALITY is entitled under this Agreement as well as to evaluate whether the program needs to be revised for any subsequent winter seasons.
12. The MUNICIPALITY undertakes its responsibilities under this Agreement 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. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
13. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30, 2015. This Agreement may not be renewed.
14. 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.
15. 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 payment from the COMMONWEALTH for expenses already incurred and eligible for payment prior to termination.
16. In the event this Agreement is terminated for any reason prior to midnight on April 30, 2015, the MUNICIPALITY shall be entitled to compensation for its actual costs incurred and eligible for payment prior to the effective date of the termination. In the event that the MUNICIPALITY'S eligible costs do not total \$1,100.00 per SLM, which was paid by the COMMONWEALTH upon execution of this Agreement, the MUNICIPALITY shall reimburse the COMMONWEALTH any remaining balance of the lump sum payment that is greater than the actual eligible costs incurred by the MUNICIPALITY prior to the effective date of the termination. Reimbursement to the COMMONWEALTH shall be made within thirty (30) days of termination.
17. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
18. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "C" and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.

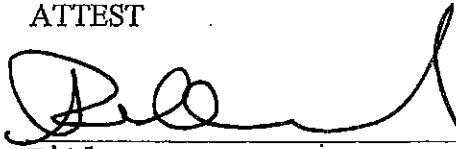
19. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
20. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
- (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.
 - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
21. This 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.
22. The Parties expressly agree that the Board of Claims shall have exclusive jurisdiction to arbitrate any dispute arising from this Agreement pursuant to 62 Pa.C.S. §1724(a)(1) and filed in accordance with 62 Pa.C.S §1712.1.
23. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

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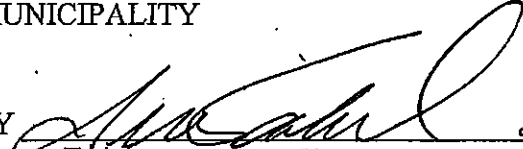
IN WITNESS WHEREOF, the Parties have executed this Agreement.

ATTEST

MUNICIPALITY



Title: SECRETARY 2/10/2015
DATE

BY 

Title: PRESIDENT 2/10/2015
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 Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

for General Counsel Date

for Attorney General Date

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
for Comptroller Operations Date

Contract No. _____, is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$ _____ for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.



Municipal Service Agreement

PennDOT Snow Route
Planning Application

Agreement PO Number: **3900037224**

District: 06 County: MONTGOMERY

Agreement Type: MUNICIPAL

Start Date: 09/01/2014

Service District: 06 Service County: MONTGOMERY

Exp Date: 09/01/2015 Municipality: UPPER DUBLIN [1TWP] Remarks: 1st of 5 year agreement period.

Snow Route Assignment

	COUNTY	SR	BEG SEG	BEG OFF	END SEG	END OFF	DESCRIPTION	MILES	Snow Lane	Bridge Restr	BPN	Urban/Rural
1	MONTGOMERY (46)	0063	0422	0	0462	2470	Tennis Ave to Chapel Hill West Drive	2.30	6.00	No	NHS NON-INTERSTATE	Urban
2	MONTGOMERY (46)	0063	0462	2470	0492	1339	Chapel Hill West Drive to Kimball Road	1.40	4.30	No	NHS NON-INTERSTATE	Urban
3	MONTGOMERY (46)	0063	0483	0	0483	3891	Jarrettown Road to Blair Mill Road	0.70	2.20	No	NHS NON-INTERSTATE	Urban
4	MONTGOMERY (46)	0063	0493	0	0493	1360	Blair Mill Road to Moreland Road	0.30	0.80	No	NHS NON-INTERSTATE	Urban
5	MONTGOMERY (46)	0152	0070	893	0144	2163	Chelsea Ave to Welsh Road	4.70	10.50	No	NON-NHS AADT>=2000	Urban
6	MONTGOMERY (46)	0152	0095	0	0095	543	Divide portion of SR 152	0.10	0.20	No	NON-NHS AADT>=2000	Urban
7	MONTGOMERY (46)	2007	0034	2504	0050	3354	Welsh Road to Tennis Ave	1.30	2.60	No	NHS NON-INTERSTATE	Urban
8	MONTGOMERY (46)	2017	0090	712	0100	1681	Clemens Road to Limekiln Pike	0.80	2.30	No	NON-NHS AADT>=2000	Urban
9	MONTGOMERY (46)	2017	0100	1681	0130	2651	Limekiln Pike to Pinetown Road	1.20	3.60	No	NON-NHS AADT>=2000	Urban
10	MONTGOMERY (46)	2017	0111	0	0111	996	Divided portion of SR 2017	0.20	0.40	No	NON-NHS AADT>=2000	Urban
11	MONTGOMERY (46)	2017	0140	0	0150	2863	Pinetown Road to Honey Run Road	1.20	2.30	No	NON-NHS AADT>=2000	Urban
12	MONTGOMERY (46)	2017	0160	0	0160	432	Honey Run Road to SR 309	0.10	0.20	No	NHS NON-INTERSTATE	Urban
13	MONTGOMERY (46)	2017	0160	432	0164	1521	SR 309 to Butler Pike	0.40	1.00	No	NHS NON-INTERSTATE	Urban
14	MONTGOMERY (46)	2017	0161	0	0161	814	SR 309 interchange area	0.20	0.50	No	NHS NON-INTERSTATE	Urban
15	MONTGOMERY (46)	2017	0170	0	0170	2636	Butler Pike to Tennis Ave	0.50	1.00	No	NON-NHS AADT>=2000	Urban
16	MONTGOMERY (46)	2018	0090	871	0130	2017	Pennsylvania Ave to Tennis Ave	2.00	9.90	No	NON-NHS AADT>=2000	Urban
17	MONTGOMERY (46)	2020	0050	0	0080	1207	Bethlehem Pike to Welsh Road	2.00	4.00	No	NON-NHS AADT>=2000	Urban
18	MONTGOMERY (46)	2021	0110	1412	0110	3219	North Hills Ave to Limekiln Pike	0.30	1.00	No	NON-NHS AADT>=2000	Urban
19	MONTGOMERY (46)	2022	0020	0	0070	2175	Pennsylvania Ave to Limekiln Pike	2.50	8.00	No	NON-NHS AADT>=2000	Urban
20	MONTGOMERY (46)	2024	0010	0	0040	1400	Limekiln Pike to Welsh Road	1.60	4.40	Yes	NON-NHS AADT>=2000	Urban
21	MONTGOMERY (46)	2027	0030	0	0040	3253	Chelsea Ave to Oreland Mill Road	1.20	3.10	No	NON-NHS AADT>=2000	Urban
22	MONTGOMERY (46)	2028	0030	0	0050	3548	Pennsylvania Avenue to Limekiln Pike	1.80	3.60	No	NON-NHS AADT>=2000	Urban
23	MONTGOMERY (46)	2037	0012	0	0012	2742	Fort Washington Ave to Turnpike Ramps	0.50	1.00	No	NON-NHS AADT>=2000	Urban
24	MONTGOMERY (46)	2037	0013	0	0013	2742	Fort Washington Ave to Turnpike Ramps	0.50	1.00	No	NON-NHS AADT>=2000	Urban
25	MONTGOMERY (46)	2038	0010	0	0030	2148	Limekiln Pike to Burn Brae Drive	1.30	5.00	No	NON-NHS AADT>=2000	Urban

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT "C"

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each 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.
2. 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.
3. The Contractor and each subcontractor 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.
4. The Contractor and each subcontractor 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 contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. 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 "C"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct; Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports; data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners

has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in

connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, 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 Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into

this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

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 holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

EXHIBIT "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, 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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, 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 through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

Contractor Responsibility Provisions

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 lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

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 Commonwealth 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, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental 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 Commonwealth 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 that 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 Contractor 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/> 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

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS
RESOLUTION NO. 15-2187

WHEREAS, Upper Dublin Township recognizes that birds are indicators of environmental health and pledges to provide resources for them; and

WHEREAS, Audubon Pennsylvania has created Bird Town to help municipalities educate their residents, school and businesses about birds; and

WHEREAS, the staff and Environmental Protection Advisory Board recognize the Bird Town could be a powerful tool to increase "green" living, promote a culture of conservation in our community and provide positive social, economic and ecological outcomes; and

WHEREAS, Upper Dublin Township recognizes that using native plants, reducing storm water runoff and energy use, and reducing the use of synthetic chemicals can help restore natural systems and ecological integrity; and

WHEREAS, the citizens of Upper Dublin Township desire a healthy life that includes sustainable green space for the people, plants and wildlife of future generations; and

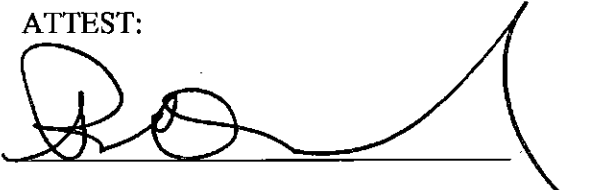
WHEREAS, as elected representatives of Upper Dublin Township, we have a significant responsibility to provide leadership, which will seek community-based sustainable solutions to strengthen our community and increase property values.

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

1. To engage in new efforts to live lighter on the land and provide a healthier environment for the people and birds of our town, Upper Dublin Township wishes to commit to ecological initiatives and by doing so, we will be recognized as an Audubon Bird Town.
2. We do hereby authorize the Environmental Protection Advisory Board to serve as Upper Dublin Township's agent for the Audubon Bird Town processes.

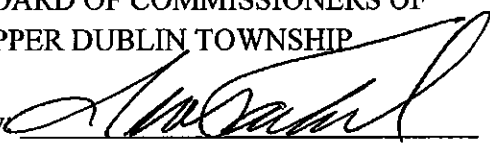
RESOLVED, this 10th day of February, 2015.

ATTEST:



Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By



Ira S. Tackel, President

	RESOLUTION PAGE	COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants
DCNR-2015-G2P2-16	Application Information (*Indicates required information)	
Applicant/Grantee Legal Name:* Upper Dublin Township		Web Application ID:* 1100107
Project Title:* Commerce Drive Road Diet & Trail		

WHEREAS, Upper Dublin Township

("Applicant") desires to undertake the following project

Commerce Drive Road Diet & Trail; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page"; and

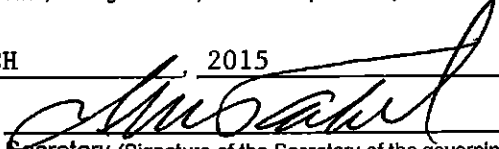
WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing, has TITLE of TOWNSHIP MANAGER.
2. If this Official signed the "Grant Agreement Signature Page" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "Grant Agreement Signature Page", signed by the above Official, will become the applicant/grantee's executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the
BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP
(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 10TH day of MARCH, 2015


 Secretary (Signature of the Secretary of the governing body)
IRA STACKEL, PRESIDENT BOARD OF COMMISSIONERS

DCNR USE ONLY

Project Number: _____

BEFORE THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

In re: Application of
HARC GROUP, II

Property: 410 Commerce
Drive, Fort Washington

MEMORANDUM FINDINGS OF FACT, OPINION AND ORDER

An application for conditional use approval was heard before the Board of Commissioners of Upper Dublin Township on April 14, 2015 after due advertisement. The applicant seeks approval under Article XVI, § 255-103.C of the Upper Dublin Township Zoning Code for permission to use the property at 410 Commerce Drive, Fort Washington for a licensed day-care center.

FINDINGS OF FACT

1. The property which is the subject of this conditional use application is located in the Fort Washington Office Park at 410 Commerce Drive. The Property is zoned EC Employment District, comprises approximately 2.3 acres and is presently improved with two commercial buildings. The first building, known as 400 Commerce Drive, contains 10,858 square feet and is used by a yoga studio (5,858 sq.ft.), a chiropractic office (1000 sq.ft.) and a hospice provider (4000 sq.ft.). The second building, known as 410 Commerce Drive (the "Property"), is the subject of this application. It contains 10,000 square feet and has previously been used as warehouse space (2,500 sq.ft.) and as the former location of an Ambler YMCA facility (7,500 sq.ft.).

2. Applicant seeks to convert the Property into a day-care center, to be known as "Time for Tots." Time for Tots presently operates from 440 Virginia Drive, likewise in the Fort Washington Office Park and located 1/3rd of a mile from the Property. The current location of Time for Tots is subject to intermittent flooding, thus the desire to relocate.

3. The Property is located in the EC Employment District which permits a property to be used as a licensed day-care center by conditional use pursuant to §255-103.C.

4. The Property has 94 parking spaces. The required number of parking spaces for the two buildings which share the site is 70. Traffic aisles are less than the required 22 feet wide, but this is a pre-existing dimensional non-conformity which the applicant cannot be required to correct.

5. Time for Tots is a licensed day-care center for pre-K children age 6 weeks to 5 years. The maximum number of day-care recipients at the Property at any one time will be 90. The day-care center will have 15 employees and operate from 6:30 A.M. to 6:00 P.M. Monday through Friday.

6. All improvements to the Property will be internal renovations to the existing building except for an outdoor play area of approximately 2,000 square feet. The outdoor play area will be constructed on existing impervious surface and will be enclosed by a 4' high fence with bollards surrounding the fence.

DISCUSSION

The EC Employment District comprises the majority of the Fort Washington Industrial Park. The core intent of the district is to create a vibrant, mixed use district which contributes to the economic vitality of Upper Dublin Township. It is axiomatic that a day-care facility in the

midst of an office park contributes to the economic vitality of the park in that it provides employees of businesses within the park with a family friendly accessory use that could be critical to their willingness to work there. It is noteworthy that this same day-care center already operates successfully in the office park and is simply relocated to a more desirable facility.

The Property is ADA accessible. The planning commission has recommended that a sidewalk be constructed along the southwest of the building where there presently is a landscape area in order to provide safe access into the building for children and avoid conflict with traffic movements to the greatest extent reasonably possible. This access area has historically been used by children to access the Ambler YMCA. The applicant does not think the sidewalk is needed or desired and notes it will add impervious surface. The Board agrees with the applicant and will not require that the sidewalk be installed.

Insufficient traffic gaps for turning movements was a concern of the Planning Commission. A traffic study was presented by the Applicant's traffic engineer concluding that at the prime hours when ingress and egress will be needed the traffic flow will not detrimentally impede access to the building.

The Board specifically finds that the criteria set forth in the Code have been met with respect to this application and that the grant of the application will not adversely affect the abutting properties or public facilities. Neither will the general welfare or public interest of Upper Dublin Township be adversely affected by the proposed use.

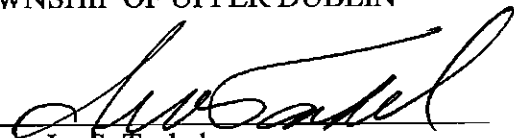
ORDER

AND NOW, this 14th day of April, 2015, upon application of Harc Group, II, conditional use is granted to use premises 410 Commerce Drive, Fort Washington for a licensed day-care center, subject to the following conditions:

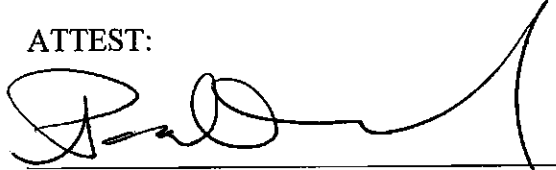
1. The parking lot will be restriped so that every space will have a minimum width of 9.5 feet.
2. A playground safe surface will replace the impervious surface in the area where the playground will be located. Playground grading and drainage to a stormwater management facility will be provided as required by the Township Engineer.
3. Applicant must sprinkler the building for fire safety.
4. Sidewalks adjacent to the streets which the Property abuts will be inspected by the Township's Code Enforcement Department and repairs made by the Applicant where required following that inspection.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


Ira S. Tackel
President

ATTEST:


Paul A. Leonard, Township Manager/Secretary

RESOLUTION NO: 15-2190

BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS

(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the TOWNSHIP MANAGER

(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:



(Signature and designation of official title)

PAUL A. LEONARD, SECRETARY

I, IRA S. TACKEL

(Name)

Upper Dublin Township

(Name of MUNICIPALITY)

By: 

(Signature and designation of official title)

IRA S. TACKEL, PRESIDENT

PRESIDENT

(Official Title)

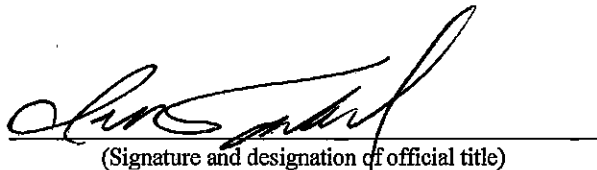
of the BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

BOARD OF COMMISSIONERS, held the 14TH day of APRIL, 2015.

(Name of governing body)

DATE: APRIL 14, 2015



(Signature and designation of official title)

IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Please Type or Print all information in Blue or Black Ink

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
 Municipal Name : Upper Dublin Township
 Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034
 Municipal Phone Number : (215) 643-1600 Alternative Phone Number : _____
 E-mail Address : pleonard@upperdublin.net
 Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : Limekiln Pike (S.R. 0152) and Dreshertown Road (S.R. 2024)/Virginia Drive

Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-1551

Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____

Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : I-0037
 If YES, provide locations of all signalized intersections in system.
Virginia Drive and Western Access (File#3644); Virginia Drive and Eastern Access (File#3643); Virginia Drive and Office Center (File#2431); Susquehanna Rd and Virginia Drive (File#0289); Limekiln Pike and Virginia Drive/Dreshertown Rd (File#1551); W. Susquehanna Rd and Limekiln Pike (File#0212); E. Susquehanna Rd and Limekiln Pike (File#0195)

Explain the proposed improvements :
Added driveway on North Leg of Limekiln Pike (SR 0152) and added countdown pedestrian signals and updated pedestrian timings.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 48841

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
 Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>)	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input checked="" type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 4/14/2015
 Signed By : [Signature] Witness or Attest : [Signature]
 Title of Signatory : Township Manager Title of Witness or Attester : Manager's Office Administrator

Exhibit "A":
Preventative and Response Maintenance
Requirements



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
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, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (Intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device Is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

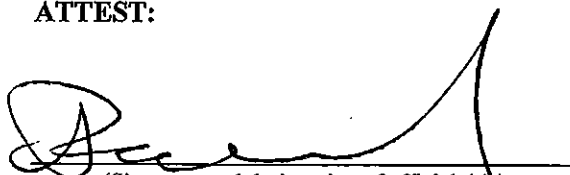
Witness or Attester: Please provide the title of the person witnessing or attesting the signature.


RESOLUTION NO: 15-2191

BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS
(Name of governing body)
of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)
is hereby resolved by authority of the same, that the TOWNSHIP MANAGER
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:


(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY
I, IRA S. TACKEL
(Name)

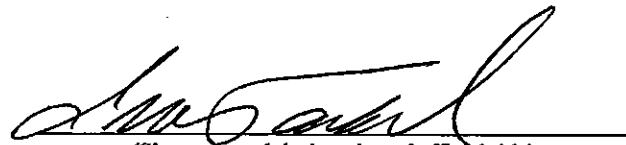
Upper Dublin Township
(Name of MUNICIPALITY)
By 
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT
PRESIDENT
(Official Title)

of the BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, 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 14TH day of APRIL, 2015.
(Name of governing body)

DATE: APRIL 14, 2015


(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034
Municipal Phone Number : (215) 643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : Susquehanna Road (S.R. 2017) and Virginia Drive
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-0289
Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : I-0037
If YES, provide locations of all signalized intersections in system.
Virginia Drive and Western Access (File#3644); Virginia Drive and Eastern Access (File#3643); Virginia Drive and Office Center (File#2431); Susquehanna Rd and Virginia Drive (File#0289); Limekiln Pike and Virginia Drive/Dreshertown Rd (File#1551); W. Susquehanna Rd and Limekiln Pike (File#0212); E. Susquehanna Rd and Limekiln Pike (File#0195)
Explain the proposed improvements :
Updated geometry on the west leg of the intersection, added ramps and sidewalk on northeast corner.
Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 48841

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Legnard Date : 4/14/2015
 Signed By : [Signature] Witness or Attest : [Signature]
 Title of Signatory : Township Manager Title of Witness or Attester : Manager's Office Administrator

Exhibit "A":
Preventative and Response Maintenance
Requirements



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
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, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":
Recordkeeping**



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 electrical connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipality's normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (Intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION

NO. 15-2192

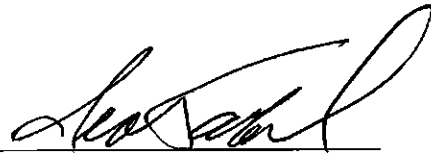
**A Resolution of the Board of Commissioners of
Upper Dublin Township Authorizing Participation
In The Request For Bids Of Whitpain Township
For 2015 Street Resurfacing.**

BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township that Upper Dublin Township participate with Whitpain Township and a consortium of other communities in Whitpain Township's request for bids for 2015 road resurfacing for the first year of a three year contract. This road resurfacing shall include Micro surfacing, Ultra-thin Life Friction Course paving and other bituminous surface treatments and materials.

Resolved this 12th day of May, 2015.

Board of Commissioners of
Upper Dublin Township

By:



Ira S. Tackel, President

Attest:



Paul A. Leonard, Secretary/Township Manager

RESOLUTION

NO. 15-2192

**A Resolution of the Board of Commissioners of
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In The Request For Bids Of Whitpain Township
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BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township that Upper Dublin Township participate with Whitpain Township and a consortium of other communities in Whitpain Township's request for bids for 2015 road resurfacing for the first year of a three year contract. This road resurfacing shall include Micro surfacing, Ultra-thin Life Friction Course paving and other bituminous surface treatments and materials.

Resolved this 12th day of May, 2015.

Board of Commissioners of
Upper Dublin Township

By:



Ira S. Tackel, President

Attest:



Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 15-2193

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 JULY 1, 2015 AT A TOTAL COST TO THE TOWNSHIP OF 50% of \$35,532.

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 July 1, 2015 and would run through June 30, 2018, at a total cost to the Township of 50% of \$35,532 for the three-year term, upon approval by the Township.

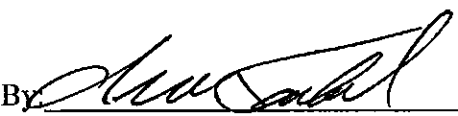
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorizes and directs the President of the Board of Commissioners and the Township Manager to execute the said Contract and any additional documentation necessary to effectuate said Contract.

ADOPTED this 9th day of June, 2015.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:


Paul A. Leonard, Secretary

By 
Ira S. Tackel, President

**PLANNING ASSISTANCE CONTRACT
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY
AND UPPER DUBLIN TOWNSHIP**

THIS CONTRACT made the first day of July 2015, 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, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

WHEREAS, the Municipality has requested the MCPC to provide planning assistance under the terms specified herein, 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:

A. MCPC Assistance

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

B. Services of Municipality

1. Officials, employees, staff and members of the planning commission of the Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.
2. All pertinent Municipality records and data shall be made available for the use of the MCPC.

C. Schedule of Time and Compensation

1. The established and agreed total cost is **\$35,532**.

2. The compensation is subject to Resolution 13-11.3, Exhibit A.
3. This contract shall become effective on July 1, 2015 and shall terminate on June 30, 2018.
4. Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the municipal share set forth in Exhibit C.
5. The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case-by-case basis.
6. Municipality shall pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
October 2015	\$2,929.50
April 2016	\$2,929.50
October 2016	\$2,961.00
April 2017	\$2,961.00
October 2017	\$2,992.50
April 2018	\$2,992.50

D. Miscellaneous

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.
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 B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.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: _____
Chairman, Township Commissioners

By: _____
Chairman

Attest: _____
Township Manager

Attest: _____
County

Authorized by resolution or ordinance of Municipality. Adopted _____, 20____.

Authorized by Resolution # _____ of County. Adopted _____, 20____.

EXHIBIT A
MONTGOMERY COUNTY PLANNING COMMISSION
FEE SCHEDULE
for
COMMUNITY PLANNING ASSISTANCE CONTRACTS
MCPC RESOLUTION #15-1.1

The fee schedule breakdown below is based on the “planner-day” which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program Graduated Fee Schedule

- | | |
|--|-----------------------------------|
| 1. For the first year of a three-year contract: | Per Planner-Day = \$651.00 |
| 2. For the second year of a three-year contract: | Per Planner-Day = \$658.00 |
| 3. For the third year of a three-year contract: | Per Planner-Day = \$665.00 |

B. Planning Assistance Contract Program Level Fee Schedule

- | | |
|--|-----------------------------------|
| 1. Per year for a three-year contract: | Per Planner-Day = \$658.00 |
|--|-----------------------------------|

C. Letter of Intent Contract Program/Short-Term Contracts and Subpoenaed Appearances:

Per Planner-Day = \$680.00

The share of municipal governmental financial commitment shall be 50 percent of the contract's total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.

EXHIBIT B
CATEGORIES OF ASSISTANCE

A. General Services

1. Meeting Attendance. A professional planner(s) will be assigned to the Municipality. The planner(s) will attend meetings of the Township Planning Commission or Township Commissioners as requested to review work being conducted under the planning assistance contract and to keep abreast of current planning issues and concerns to the Municipality. The planner(s) will attend other meetings, such as public hearings, Township Commissioners meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Municipality, 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 Commissioners).
2. Act 247 Reviews. 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. This assistance will include detailed in-depth land development reviews as needed, which may include detailed redesign concepts and alternative zoning strategies when appropriate.
3. If any assistance required by the Municipality exceeds the scope of this contract, it is understood by both the Municipality and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

B. Flexible Assistance

The planner(s) will provide contingency services and technical assistance to the Township to an extent not exceeding an average of two (2) planner-days per month throughout the duration of the contract. The planner(s) will prepare detailed in-depth land development reviews as needed. These reviews will go beyond the traditional reviews performed by MCPC to provide a level of assistance not typically provided for under Act 247. This may include detailed redesign concepts and alternative zoning strategies when appropriate. The land development reviews will focus on sound planning and design principles as a means to guide the impacts of land development within the Township.

The planner(s) will also prepare any zoning or subdivision ordinance, or any planning study that is of a limited scope, that the Township Planning Commission, Township Commissioners, or Township staff identifies as a priority. If any assistance item(s) required by the Township exceed the scope of this contract, it is understood by both the Township and MCPC that the item(s) and the associated costs will be finalized by a Letter of Intent.

C. Structured Assistance

1. Fort Washington Office Park Landscaping and Signage Plan. The Montgomery County Planning Commission will develop a landscaping and signage plan for the Fort Washington Office Park. The Plan will a) create a landscaping and greening plan to enhance the Office Park's streetscape an open space system, incorporating the recommendations of the Office Park's revitalization plan where appropriate; and b) develop a strategy and design standards for wayfinding and signage.

Products: MCPC will provide twenty-five (25) hard copies of the document and an electronic version for web distribution.

EXHIBIT C
CONTRACT COSTS AND MUNICIPAL SHARE
July 1, 2015 – June 30, 2018

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
1.5	Planner Days/Month @ \$651/day	\$11,718.00	\$ 5,859.00
 <u>Year Two</u>			
1.5	Planner Days/Month @ \$658/day	\$11,844.00	\$ 5,922.00
 <u>Year Three</u>			
1.5	Planner Days/Month @ \$665/day	\$11,970.00	\$ 5,985.00
	<i>Total Contract Costs (Years 1-3)</i>	<u>\$35,532.00</u>	<u>\$17,766.00</u>

SUMMARY OF INVOICES

<u>Year One</u>	
October 2015 (Invoice 1)	\$2,929.50
April 2016 (Invoice 2)	\$2,929.50
 <u>Year Two</u>	
October 2016 (Invoice 3)	\$2,961.00
April 2017 (Invoice 4)	\$2,961.00
 <u>Year Three</u>	
October 2017 (Invoice 5)	\$2,992.50
April 2018 (Invoice 6)	\$2,992.50

RESOLUTION NO: 15-2194

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)


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

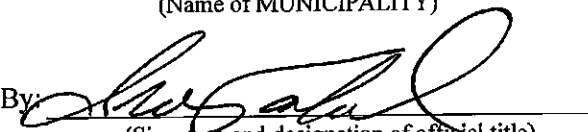
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)


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

By: 
(Signature and designation of official title)
Ira S. Tackel, President

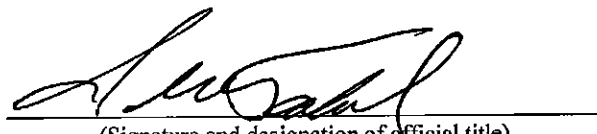
I, Ira S. Tackel, President
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 June, 2015.
(Name of governing body)

DATE: 6/9/2015


(Signature and designation of official title)
Ira S. Tackel, President

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



DEPARTMENT USE ONLY

County : MONTGOMERY

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard

Title : Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600

Alternative Phone Number : _____

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday-Friday 8:00 am - 5:00 pm

B - Application Description

Location (*intersection*) : WELSH ROAD (SR 0063) and DRESHERTOWN ROAD (SR 2024)

Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-1893

Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)

Other : _____

Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : I-0098

If YES, provide locations of all signalized intersections in system.

Jarrettown, Dresher, Dryden, Blair Mill, Computer, Twining, Kimball, Fitzwatertown, Blair Mill/Commerce & Blair Mill/Shopping Center

Explain the proposed improvements :

Signalization upgrades associated with HOP #67163 (Jarrettown, Dresher & Dreshertown)

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 67163

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor

Other : _____

Maintenance and Operations Contact Name : David Elsler

Company/Organization : Mont. Co. Consortium

Phone # : 610-213-8280

Alternative Phone # : 215-659-4070

E-mail : delsler@uppermoreland.org

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



DEPARTMENT USE ONLY

County: MONTGOMERY

Engineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Paul Leonard

Date: 6/19/2015

Signed By: [Signature]

Witness or Attest: [Signature]

Title of Signatory: Township Manager

Title of Witness or Attester: Manager's Office Administrator

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



DEPARTMENT USE ONLY
 County :MONTGOMERY
 Engineering District :6-0
 Department Tracking # :
 Initial Submission Date :

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
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, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":
Recordkeeping**



DEPARTMENT USE ONLY

County : MONTGOMERY

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**



DEPARTMENT USE ONLY

County: MONTGOMERY

Engineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

**APPLICANT'S AUTHORIZATION FOR AGENT
TO APPLY FOR HIGHWAY OCCUPANCY PERMIT**



If granting **BLANKET** Authorization to submit applications on Applicant's behalf, check this box:

IF BLANKET Authorization, mark N/A.	PERMIT APPLICATION NO.	76640
	COUNTY	Montgomery
	CITY-BORO-TWP.	Upper Dublin Township
	S.R.-SEG.-OFF.	SR. 0063, Seg. 0492, Off. 0 to 1628 S.R. 2024, Seg 0030, Off 2294 to Seg 0040, Off 1371
APPLICANT	Name: Upper Dublin Township Address: 801 Loch Alsh Avenue Fort Washington, PA 19034	
AGENT	Name: S.T.A. Engineering, Inc. Address: 2499 Knight Road, Pennsburg, PA 18073 Mailing: P.O. Box 87, Red Hill, PA 18076	

THIS AUTHORIZATION, made this 12 day of 5, 2015, by
Upper Dublin Township

APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and to do all things necessary to obtain the permit on behalf of the APPLICANT.
2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit to APPLICANT.
3. The APPLICANT has has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email): pleonard@upperdublin.net.
4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:


(authorized representative signature)

Name: Paul Leonard

Title (if other than individual applicant): Upper Dublin Township Mgr.

Date: 5/12/15

by AGENT:


(authorized representative signature)

Name: S.T.A. Engineering, Inc. - Susan Rice

Title (if other than individual agent): Project Engineer

Date: 5/15/2015

RESOLUTION NO. 15-2195

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth of Financing Authority to be used for Fort Washington Cross County Trail and Road Diet Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

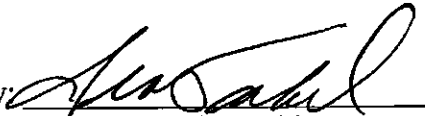
I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 9, 2015 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

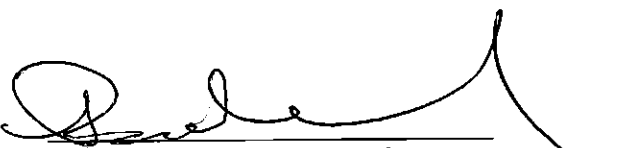
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 9th day of June, 2015.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: 
Ira S. Tackel, President


Secretary, Paul A. Leonard

RESOLUTION NO. 15-2196

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Multimodal Transportation Fund grant of \$2,600,000 from the Commonwealth of Financing Authority to be used for Fort Washington Zip Ramp Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 9, 2015 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

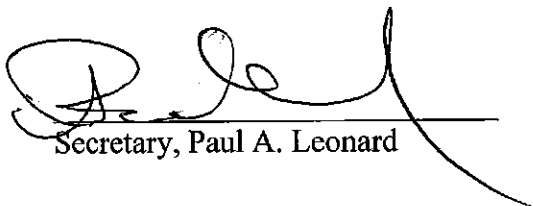
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 9th day of June, 2015.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: 
Ira S. Tackel, President


Secretary, Paul A. Leonard

**TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS**

RESOLUTION NO. 15-2197

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

WHEREAS, the Township of Upper Dublin (the "Township") is authorized by the Municipalities Planning Code, Section 503 and Section 510, 53 P.S. §§ 10503 and 10510, to impose reasonable fees for the review of subdivision and land development plans, and for the inspection of improvements at approved subdivisions and land developments in the Township; and

WHEREAS, the Township's Subdivision and Land Development Ordinance, Chapter 212, §212-54, provides that the Township will be reimbursed for professional fees and other costs incurred in its review of subdivision and land development plans, and for professional fees and other costs incurred in inspecting improvements constructed at approved subdivisions and land developments; and

WHEREAS, the Township Fee Ordinance, Chapter 110-13 E. provides that the Township will collect engineer and professional staff review and inspection fees, for subdivision and land development plan reviews and inspection services, as established by the Board of Commissioners by resolution.

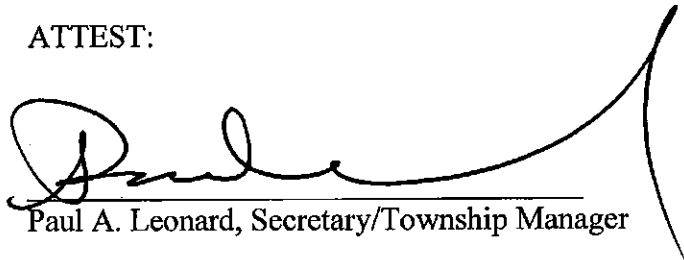
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The engineer and professional staff review and inspection fees for subdivision and land development plan reviews and inspection services authorized at Chapter 110-13 E. shall be as follows:

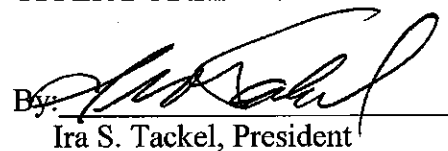
- a. Engineer: \$84/hr
- b. Project Manager: \$57/hr
- c. Senior Inspector: \$55/hr
- d. Inspector/Surveyor: \$50/hr

RESOLVED, this 14th day of July, 2015.

ATTEST:


Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Ira S. Tackel, President

RESOLUTION NO: 15-2198

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

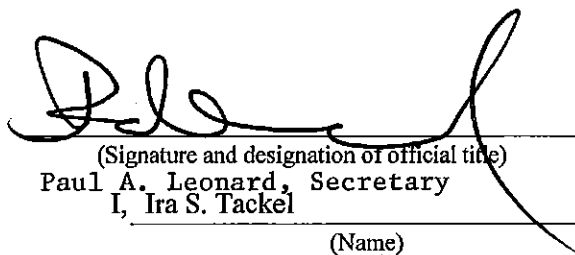
is hereby resolved by authority of the same, that the Township Manager
(designate official title)

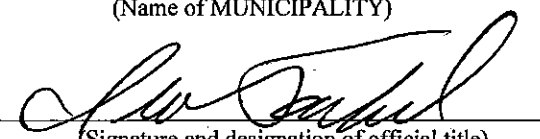
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)


(Signature and designation of official title)
Paul A. Leonard, Secretary
I, Ira S. Tackel
(Name)

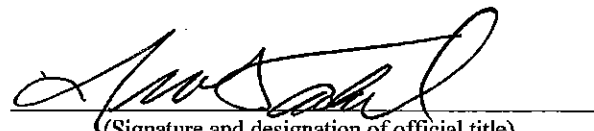
By: 
(Signature and designation of official title)
Ira S. Tackel, President
President
(Official Title)

of the Board of Commissioners of Upper Dublin Township, 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 14th day of July, 2015
(Name of governing body)

DATE: July 14, 2015


(Signature and designation of official title)
Ira S. Tackel, President

Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager
Municipal Name : Upper Dublin Township
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034
Municipal Phone Number : 610-643-1600 Alternative Phone Number : _____
E-mail Address : pleonard@upperdublin.net
Municipal Hours of Operation : Monday - Thursday 8:00 AM - 5:00 PM

B - Application Description

Location (intersection) : Limekiln Pike (S.R. 0152) and Bell Lane
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 64-3847
Type of Device (select one) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (if applicable) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Install APS system to existing signal that currently has ADA curb ramps.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : Jerry Smith Company/Organization : Upper Dublin Township
Phone # : 215-643-1600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input checked="" type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

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- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 7/14/2015
 Signed By : [Signature] Witness or Attest : Lorraine Rarducci
 Title of Signatory : Township Manager Title of Witness or Attester : EXEC. ASST.

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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

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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
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- 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
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**
 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____
Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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 perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



Application Instructions

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (Intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 15- 2199

**SUPPLEMENTAL
PRELIMINARY/FINAL LAND DEVELOPMENT
CONDITIONAL APPROVAL FOR THE
SUBDIVISION/LAND DEVELOPMENT APPLICATION
OF THE CUTLER GROUP FOR THE
DEVELOPMENT KNOWN AS THE "ZIEGER TRACT"**

WHEREAS, the Cutler Group ("Developer") is the equitable owner of a 37.62 acre tract of land bounded by Welsh Road, Dreshertown Road, and Jarrettown Road, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"); and

WHEREAS, the Developer desires to demolish all existing structures, perform a soil remediation pursuant to a clean up plan approved by the Pennsylvania Department of Environmental Protection, and construct an age qualified community on the Property consisting of 105 new single family detached homes and a community center ("Development"); and

WHEREAS, Developer has submitted a preliminary/final subdivision and land development plan prepared by STA Engineering, Inc. dated June 30, 2014, last revised on May 11, 2015, consisting of sheets 1 through 67, together with a supplemental Erosion and Sedimentation Control Report prepared by STA Engineering, Inc., a Post Construction Stormwater Management Plan Narrative prepared by STA Engineering, Inc., and Infiltration Reports prepared by DelVal Soil & Environmental Consultants, said plans and reports hereinafter referred to as the "Plans," all of which are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Board of Commissioners adopted Resolution No. 14-2176 on November 11, 2014, granting Developer Conditional Approval of the Subdivision/Land Development Application for the Development known as the Zieger Tract in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, the Upper Dublin Township Subdivision and Land Development Code, Chapter 212 ("SALDO"), the Upper Dublin Township Stormwater Management Code, Chapter 206 ("SMC"), the Upper Dublin Township Grading Ordinance, Chapter 99, the Upper Dublin Township Engineering and Construction Standards and Improvements Procedures ("ECSIP"), and other applicable Township Codes, Ordinances, regulations and requirements; and

WHEREAS, Developer applied for and received a Highway Occupancy Permit ("HOP") from the Pennsylvania Department of Transportation ("PennDOT") dated June 22, 2015, No. 06087660, which permit authorizes substantial traffic improvements along Welsh Road and minimal traffic improvements along Dreshertown Road; and

WHEREAS, pursuant to additional reviews by Township Staff and the Township Engineer, the Township has requested Developer to undertake further improvements to Dreshertown Road in addition to those authorized by the aforesaid PennDOT Permit No. 06087660 and Developer has agreed to implement those improvements to Dreshertown Road from the entrance to the development down to the terminus of the curb and sidewalk beyond the Property owned by Dr. Horn.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby supplements Resolution 14-2176, and the Conditional Approval for the Subdivision/Land Development of the Cutler Group for the Development known as the Zieger Tract, as follows:

1. The Conditions set forth in Resolution 14-2176, specifically paragraphs 1-5 and 7-17, are incorporated by reference as if fully set forth herein, and remain in full force and effect.
2. Paragraph 6 of Resolution 14-2176 is deleted in its entirety.

3. Developer shall implement the improvements to Welsh Road and Dreshertown Road as depicted in the plans supporting PennDOT HOP No. 06087660, and all conditions of said approval.

Developer shall implement these improvements at Developer's sole cost and expense.

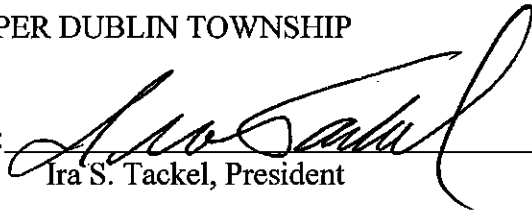
4. Developer within thirty (30) days of the date of this Resolution shall prepare engineered plans and submit an application to PennDOT to obtain a supplemental highway occupancy permit to widen Dreshertown Road from the curb radius at the ingress/egress road for the Zieger Development extending to the current curb radius and terminus of the sidewalk near the first access road into the Dawesfield Subdivision in the vicinity of the intersection of Dreshertown Road and Saint Georges Road. Following issuance of the supplemental permit by PennDOT, Developer agrees to implement these improvements at its sole cost and expense.

5. Developer shall comply with all comments and conditions set forth in the review letter of the Township Engineer dated June 24, 2015. To the extent that this letter is inconsistent with any provisions set forth in the Township Engineer letter dated November 3, 2014, the provisions of the June 24, 2015 letter shall supersede and control.

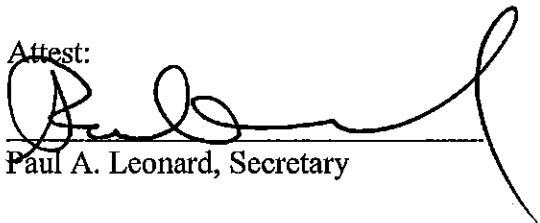
6. Paragraph 17 of Resolution 14-2176 is hereby amended to provide Developer one-hundred, twenty (120) days from the date of this Resolution, unless a further extension is granted by Upper Dublin Township, to pay all applicable fees and fund all required escrows consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) and Resolution 14-2176.

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of July,
2015.

UPPER DUBLIN TOWNSHIP

BY: 
Ira S. Tackel, President

Attest:


Paul A. Leonard, Secretary

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