

UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
2000	08/12/08	Participate in Purchase Contracts of Central Westmoreland Council Of Governments
2001	09/09/08	Authorize Acquisition of 2.3 Acres – Dillon Road
2002	09/09/08	Authorize Contribution Agreement Traffic Signal Pennsylvania Avenue and Commerce Drive
2003	09/09/08	Authorize Traffic Signal Maintenance Agreement Pennsylvania Avenue and Commerce Drive
2004	11/11/08	Accept Street Deed of Dedication – 1637 Dillon Road
2005	11/11/08	Approve Police Officer Attendance at Basic Training Program
2006	11/11/08	Accept Sewer Planning Module – St. Mary’s Villa
2007	11/11/08	Authorize Grant Application to Fund Construction UDJAA Football Field
2008	12/09/08	Budget Adoption 2009
2009	12/09/08	Adopt Intergovernmental Cooperative Agreement Implementing Comprehensive Plan of Montgomery County
2010	12/09/08	Establish Police Employee Pension Contributions for 2009
2011	12/09/08	Accept Street Deed of Dedication – 1611 and 1613 Dillon Road
2012	12/09/08	Accept Street Deed of Dedication – 1617 Dillon Road
2013	12/09/08	Accept Street Deed of Dedication – 1625 Dillon Road
2014	12/09/08	Adopt Policy Implementing Right-to-Know Law
2015	12/09/08	Authorize Sale of 1987 Mack Fire Truck
09-2016	01/13/09	Amend Non-Uniform Employee Pension Plan
09-2017	01/13/09	Authorize Filing Redevelopment Assistance Capital Program Application
09-2018	01/13/09	Proclaim April 24, 2009 as Arbor Day

09-2019	02/10/09	Approve Funding for Aidenn Lair Stormwater Basin Retrofit Project
09-2020	02/10/09	Authorize Acquisition of 1.9 Acres Dillon Road – Brown
09-2021	02/10/09	Support State Action for Prompt and Fair Payments to Ambulance Companies
09-2022	02/10/09	Accept Sewage Facilities Planning Module – Maple Glen Court
09-2023	03/10/09	Accept Street Deed of Dedication – 1585 Bauman Drive
09-2024	03/10/09	Approve Agreement Sidewalks Pennsylvania Avenue and Bethlehem Pike
09-2025	03/10/09	Authorize Disposition of Public Records
09-2026	03/10/09	Support for Lyme and Tick-Borne Diseases Research Act of 2009
09-2027	04/14/09	Designate Township Manager/Secretary as authorized to sign DCNR Grant Application
09-2028	04/14/09	Authorize Application for CDBG Funds for 2009/2010
09-2029	05/12/09	Approve Brown Property, 1634 Butler Avenue, Planning Modules
09-2030	05/12/09	Authorize Survey Property 1700 Thornbury Drive – Sanitary Sewers
09-2031	05/12/09	Appoint Assistant Fire Marshal
09-2032	06/09/09	Accept Deed of Dedication for Sidewalk Easement – Dresher Commons
09-2033	06/09/09	Authorize 2009 Recovery Act Justice Assistance Grant Application
09-2034	07/14/09	Authorize Township to Request H2O Grant from Commonwealth Financing Authority
09-2035	08/11/09	Approve Final Land Development Plan – Village at Jarrettown.
09-2036	09/08/09	Authorize Acquisition of Conservation Easement/Restrictive Covenant LuLu Country Club
09-2037	09/08/09	Amends Civil Service Rules & Regulations re: Amendment No. 5
09-2038	09/08/09	Accept Deed of Dedication for Utility Easement Cumberland Farms
09-2039	09/08/09	Accept Deed of Dedication for Sidewalk Easement Cumberland Farms
09-2040	09/08/09	Appoint Tax Collection Committee Delegate and Alternate

09-2041	09/08/09	Authorize Clearwire Collocation of Communications Antennas and At Skyway Towers Site PA-9016
09-2042	10/13/09	Approve Partnership UDT/UDSD for Facilities and Community Affairs Manager
09-2043	10/13/09	Approve PennDOT Snow Removal Five Year Agreement
09-2044	11/10/09	Appointing Chief Administration Officer of Upper Dublin Township Pension Plan
09-2045	12/08/09	Budget Adoption 2010
09-2046	12/08/09	Approve Police Collective Bargaining Agreement
10-2047	02/09/10	Proclaim April 30, 2010 as Arbor Day
10-2048	02/09/10	Accept Deed of Dedication – 500 Bethlehem Pike
10-2049	02/09/10	Electronic Auction Bidding
10-2050	02/09/10	Amend Asset Valuation of Pension Funds
10-2051	04/13/10	Accept Deeds of Dedication – 115 Bethlehem Pike
10-2052	04/13/10	Authorize Application for CDBG Funds for 2010
10-2053	04/13/10	Authorize Administration to Proceed with Issuance of Township Debt
10-2054	04/13/10	Authorize Acquisition of Property by Eminent Domain for Farm Lane Culvert
10-2055	05/11/10	Authorize Upper Dublin Township to Request an H2O Grant
10-2056	05/11/10	Require Contractors for Projects to Respond to Questionnaire Regarding Their Responsibility
10-2057	05/11/10	Authorize On-Line Reporting of PennDOT Documents
10-2058	09/14/10	Authorize Acquisition of Property New Fire House – 1240 Tressler Drive
10-2059	09/14/10	Accept Deed of Dedication Limekiln Pike – LuLu Country Club
10-2060	09/14/10	Adopt Reduced Amortization Option Police Employees Pension Plan

10-2061	09/14/10	Adopt Reduced Amortization Option Non-Uniformed Employees Pension Plan
10-2062	10/12/10	Accept Deed of Dedication Ultimate Right of Way – Upper Dublin Lutheran Church
10-2063	10/12/10	Accept Deed of Dedication Utility Easement 1240 Tressler Drive – Scalzo
10-2064	11/09/10	Adopt Upper Dublin Township Comprehensive Plan
10-2065	11/09/10	Accept Lowest Responsible Bid Fire House General Construction
10-2066	11/09/10	Accept Lowest Responsible Bid Fire House Plumbing including Fire Protection Construction.
10-2067	11/09/10	Accept Lowest Responsible Bid Fire House Mechanical (HVAC) Construction
10-2068	11/09/10	Accept Lowest Responsible Bid Fire House Electrical Construction
10-2069	11/09/10	Accept Request for Proposal Fire House Construction Testing
10-2070	11/09/10	Accept Request for Proposal Fire House HVAC Testing, Adjusting and Balancing
10-2071	11/09/10	Accept Deed of Dedication for Stormwater Easement – 1533 Jarrettown Road
10-2072	11/09/10	Accept Deed of Dedication for Stormwater Easement – 1537 Jarrettown Road
10-2073	12/14/10	Budget Adoption 2011
10-2074	12/14/10	Accept Deed of Dedication Trail Easement – 1085 Camphill Road
10-2075	12/14/10	Accept Deed of Dedication Stormwater Drainage Easement 1460 Limekiln Pike
10-2076	12/14/10	Accept Easement Agreement for Water and Stormwater – 1222 Tressler Drive Callahan
10-2077	12/14/10	Accept Deed of Dedication for Portion 1401 Virginia Drive
11-2078	02/08/11	Proclaim April 29, 2011 as Arbor Day
11-2079	02/08/11	Earned Income Tax Collector
11-2080	03/08/11	Authorize Application for CDBG Funds for 2011
11-2081	04/12/11	Advertise for Bids Unused Township Land E. Pennsylvania Avenue

11-2082	04/12/11	Amend Civil Service Rules & Regulations, Amendment No. 6
11-2083	06/14/11	Accept EGGs/Transfer of Development Rights FWOP Study
11-2084	07/12/11	Participate with Montgomery County Public Safety Radio Network
11-2085	07/12/11	Authorize Land Acquisition – 730 Susquehanna Road
11-2086	08/09/11	Approve Rephasing of Prudential Improvements
11-2087	08/09/11	Approve Municipal Traffic Services Supplemental Agreement
11-2088	08/09/11	Permit to Install and Operate Flashing Warning Signal on Highland Avenue at Camphill & Highland Athletic Complex
11-2089	08/09/11	Permit to Install and Operate Flashing Warning Signal on Camphill Road at Camphill & Highland Athletic Complex
11-2090	08/09/11	Permit to Install and Operate Flashing Warning Signal on Camphill Road at Winterberry Holly Trail Crossing.
11-2091	08/09/11	Authorize to Proceed with Refinancing of Outstanding Bonds
11-2092	09/13/11	Authorize Professional Services Agreement for ARLE Grant for PennDOT Reimbursement
11-2093	09/13/11	Approve Sale of Fire Rescue Truck
11-2094	09/13/11	Abate Real Estate Taxes of Mar Thoma Church Philadelphia
11-2095	10/11/11	Appoint Director of Finance Liaison between Berkheimer and Upper Dublin Township
11-2096	10/11/11	Authorize Sale of 1996 Spartan Pumper Fire Truck
11-2097	11/08/11	Appoint Berkheimer to Collect LST
11-2098	11/08/11	Appoint Director of Finance Liaison for LST Collection
11-2099	12/13/11	Establish 2012 Budget

RESOLUTION
NO. 2008

The **BOROUGH/TOWNSHIP/MUNICIPALITY OF** UPPER DUBLIN
**MAYOR AND/OR COMMISSIONERS BY MEANS OF FORMAL RESOLUTION AGREES TO
COMPLY WITH PUBLIC LAW 1158, No. 177, SECTION No. 1, of 1996**

WHEREAS, PUBLIC Law 1158 No. 177, SECTION No. 1, of 1996 provides for the direct purchase from vendors or suppliers of goods, materials, and/or equipment without compliance with existing and otherwise applicable statutory requirements governing competitive bidding and execution contracts providing the Borough/ Township/ Municipality pass an appropriate resolution permitting a Borough/Township/Municipality to participate in or purchase off contracts for goods and materials or equipment entered into by the Borough/Township/Municipality; and

WHEREAS, the Central \Westmoreland Council of Governments has passed a resolution awarding contracts; and

WHEREAS, the Borough/Township/Municipality of UPPER DUBLIN
is requesting it to be authorized to participate in purchase contract's of the Central Westmoreland Council of Governments and agreeing it will be bound by such terms and conditions as the Central Westmoreland Council of Governments may set forth and, thereafter, provide and shall prescribe it will be responsible for payment directly to the vendor under such purchase contract; and

WHEREAS, The Borough/Township/Municipality of UPPER DUBLIN
County of Montgomery **Commonwealth of Pennsylvania, is desirous of participating in this type of purchase.**

NOW THEREFORE, BE IT RESOLVED that at a public meeting duly convened by Mayor and/or Council and/or Commissioners of the Borough/Township/Municipality be permitted to participate in purchase contracts of the Central Westmoreland Council of Governments; and

BE IT FURTHER RESOLVED, the Borough/Township/Municipality of Upper Dublin **does hereby agree to be bound by the terms and conditions as the Central Westmoreland Council of Governments may prescribe and be responsible for the direct payment to a vendor or supplier of goods, services, and/or equipment.**

**THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND/OR COUNCIL AND/OR COMMISSIONERS OF THE BOROUGH/TOWNSHIP/MUNICIPALITY OF
ON THIS** 12th **DAY OF** Aug. **A D. 2008.**

Mayor

Paul A. Leonard **Manager**

Board of **Commissioners**

Jules J. Mermelstein, President

Date

8/12/08

Date

8/12/08

Date

RESOLUTION

NO. 2001

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING THE ACQUISITION OF APPROXIMATELY 2.3368 ACRES OF LAND FOR PASSIVE RECREATION AND NATURAL RESOURCE PROTECTION; SAID LAND TO BE SUBDIVIDED IN ACCORDANCE WITH A SKETCH PLAN TITLED "PLAN OF CONSOLIDATION LANDS OF ANTHONY J. & KATHERINE ORLANDO" PREPARED BY METZ ENGINEERS AND DATED AUGUST 1, 2008, FROM MONTGOMERY COUNTY TAX PARCEL NUMBER 54-00-04756-00-5 WHICH FORMS A PART OF THE DILLON ROAD WOODLAND SITUATED ALONG DILLON ROAD IN THE TOWNSHIP.

WHEREAS, the Township of Upper Dublin (the "Township") has adopted a plan for open space and environmental resource protection, including the development of recreation lands, and the conservation of natural and historic resources within the Township; and

WHEREAS, the Township is authorized to acquire real estate for public purposes, including, among other things, for recreation and conservation purposes; and

WHEREAS, there is approximately 2.3368 acres of land to be subdivided in accordance with a sketch plan titled "Plan Of Consolidation Lands Of Anthony J. & Katherine Orlando" prepared by Metz Engineers and dated August 1, 2008, from Montgomery County Tax Parcel Number 54-00-04756-00-5 which forms a part of the Dillon Road Woodland along Dillon Road in the Township and which land would be suitable for passive recreation and conservation, and which land the Township desires to acquire for such purposes (the "Orlando Tract Extension"); and

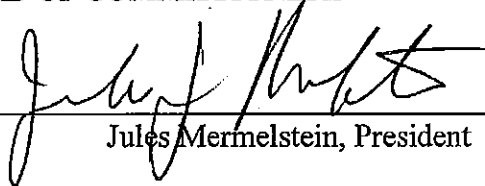
WHEREAS, the Township will pay the cost of the subdivision required for the Orlando Tract Extension.

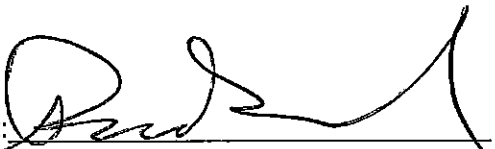
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin that the acquisition of 2.3368 acres of vacant land set forth in accordance with a sketch plan titled " Plan Of Consolidation Lands Of Anthony J. & Katherine Orlando" prepared by Metz Engineers and dated August 1, 2008, being a portion of Montgomery County Parcel Number 54-00-04756-00-5, is hereby authorized by purchase price not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) exclusive of normal costs of closing and the costs of subdivision. 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 executing and delivering on behalf of the Township an Agreement for the acquisition of the Premises and all other necessary actions for closing.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th of September, 2008.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Jules Mermelstein, President

Attest: 
Paul A. Leonard, Township Secretary

AGREEMENT OF SALE

THIS AGREEMENT made this 9th day of ~~August~~ ^{SEPTEMBER}, 2008, by and between ANTHONY J. ORLANDO and KATHERINE ORLANDO ("Orlandos") of 1637 Dillon Road and the TOWNSHIP OF UPPER DUBLIN, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania 19034 (the "Buyer"). The term "Agreement Date" shall mean the date that this Agreement has been fully executed.

WITNESSETH, that:

WHEREAS, the Orlandos own a parcel of land consisting of ± 7.34 acres of land, located at 1637 Dillon Road, Upper Dublin Township, being Montgomery County Parcel No. 54-00-04756-00-5, under and subject to certain easements of record (hereinafter referred to as the "Orlandos' Land");

WHEREAS, the Buyer is desirous of acquiring a certain portion of the Orlandos' Land for use in conjunction with the Township's open space program for the benefit of the residents of the Township;

WHEREAS, the Buyer is authorized under the provisions of the First Class Township Code to acquire property;

WHEREAS, the Orlandos and the Buyer have agreed to the sale and purchase a certain portion of the Orlandos' Land.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth and intending to be legally bound hereby, the parties agree as follows:

1. Orlandos agree to sell and the Buyer agrees to buy approximately 2.3368 acres of the Orlandos' Land which are generally sketched as Dillon Road Woodland Expansion

on "Plan of Consolidation Lands of Anthony J. & Katherine Orlando" prepared by Metz Engineers and dated August 1, 2008, a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Plan of Consolidation"). The portion of Orlandos' Land to be purchased is hereafter referred to as the "Property."

2. The consideration to be paid by the Buyer for the Property shall be the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "Purchase Price"), which the Buyer agrees to pay on the Closing Date, as hereafter defined, to the Orlandos upon the execution and delivery of a Deed for the Property in accordance with the terms of this Agreement. The Purchase Price shall be payable as follows: Upon the execution of this Agreement, Buyer shall deliver to Dallys Associates ("Escrow Agent") a deposit in the amount of Twelve Thousand Dollars (\$12,000.00) (the "Deposit"). The Deposit shall be held by the Escrow Agent in a fully insured interest-bearing account until consummation or termination of this Agreement. If the Agreement is consummated by closing as provided herein, on the Closing Date the Escrow Agent shall pay the Deposit to Orlandos, which sum shall be credited to Buyer against the Purchase Price payable at closing. Interest on the Deposit shall also be credited to Buyer at closing. At closing, Buyer shall pay to the Orlandos the Purchase Price (subject to adjustments and apportionments set forth in this Agreement and less the Deposit, plus interest) by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds.

3. Commencing on the date of this Agreement, Buyer and Buyer's consultants, agents and employees shall have the right, for a period of forty-five (45) days (such period being hereinafter referred to as the "Investigation Period") and thereafter until the Closing

Date provided that Buyer shall not have timely terminated this Agreement pursuant to this paragraph 3, to enter upon the Property to conduct or cause to be conducted upon the Property ground tests, soil analysis, topographical surveys, engineering studies and other physical examinations of the Property as Buyer may reasonably deem necessary, and Buyer may otherwise do that which, in the reasonable opinion of Buyer, is necessary at Buyer's sole cost and expense, for Buyer to reasonably satisfy itself with regard to the physical condition of the Property and all other aspects of the Property relevant to this Agreement.

Buyer shall hold the Orlandos harmless and shall indemnify and defend the Orlandos against any and all claims, including costs, fees, expenses and reasonable attorneys' fees, for or in respect of injuries (including death) or damage of any kind to the person or property of the Orlandos, Buyer or of any other person whomsoever caused by or in connection with Buyer's and/or Buyer's agents' and employees' entry onto the Property and/or such tests or related activities. Buyer shall repair any damages caused upon Orlandos' Land by any of the investigations conducted upon the Property and, in the event that the agreed transaction is terminated by the Buyer hereunder, Buyer shall further restore any areas of the Property unreasonably disturbed by the investigations.

If Buyer determines, in its sole discretion, that it is not satisfied with the results of its investigations of the Property, or the status of any other condition of or relating to the Property, whether known or unknown on the Agreement Date, and, prior to the end of the Investigation Period, and notifies the Orlandos in writing of its election to terminate this Agreement, the Deposit shall be returned to Buyer and this Agreement shall, without any further action by Buyer or the Orlandos, become null and void, and all of the parties to this Agreement shall be released

from any and all further obligation or liability hereunder. If this Agreement is not timely terminated by the Buyer as provided in this paragraph 3, the Deposit shall be nonrefundable, except as otherwise provided in this Agreement.

The Orlandos shall reasonably cooperate with Buyer with respect to Buyer's investigation and shall not act in any manner to unreasonably hinder, obstruct, delay or prevent the same.

The Buyer's obligation to consummate the transaction contemplated by this Agreement is not contingent upon the Buyer's obtaining any financing or funds to do so.

4. The Property is to be conveyed free and clear of any liens, encumbrances, easements, restrictions and agreements, excepting only the Permitted Exceptions. With the exception of the Permitted Exceptions, title to the Property shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to the standard stipulations of an ALTA policy of the Orlandos' title insurance. The Orlandos shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. The term "Permitted Exceptions" as used herein shall mean any exceptions originally appearing in the Title Report which are not timely objected to in writing by the Buyer to the Orlandos, or which are objected to, but which objections are thereafter waived.

Within twenty (20) days after the Agreement Date, the Buyer shall cause a search of title to the Property to be made by Dallys Associates (the "Title Company"), and upon receipt of the title report ("Title Report"), the Buyer shall deliver to the Orlandos a copy thereof together with copies of any matters which are listed as exceptions on the Title Report. Within twenty (20) days after delivery of the Title Report to the Orlandos, the Buyer shall notify the Orlandos in writing of any conditions, defects, liens, encumbrances or other items appearing as exceptions in

the Title Report which are unsatisfactory to the Buyer in the exercise of reasonable judgment (hereinafter referred to as "Title Objections"). The Orlandos shall, within ten (10) days thereafter, notify the Buyer of which Title Objections, if any, the Orlandos are unable or refuse to correct or otherwise cause to be removed from the Title Report at Closing (the "Uncorrected Objections").

Within ten (10) days after receipt of the Orlandos' notice of the Uncorrected Objections, the Buyer shall either (1) waive such Uncorrected Objections in writing or (2) terminate this Agreement by giving written notice to the Orlandos, in which event the Deposit shall be returned to the Buyer and this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If the Buyer does not elect to terminate this Agreement, the Orlandos shall correct all of the Title Objections except the Permitted Exceptions (as hereinafter defined) on or before the Closing Date.

At Closing, the Orlandos shall remove all monetary liens or encumbrances which are recorded against the Orlandos' Land, including, but not limited to, all mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments, sewer charges and water charges.

If the Orlandos are unable to convey title at Closing in accordance with the requirements of this Agreement, Buyer shall have the option, in addition to any rights and remedies that Buyer may have under this Agreement:

(i) of taking such title to the Property as the Orlandos are able to convey, with abatement of the Purchase Price but only with respect to the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or

(ii) of terminating Buyer's obligations under this Agreement, in which event the Deposit shall be refunded to Buyer, and this Agreement shall be null and void and neither party shall have any further obligations hereunder.

5. Settlement is contingent upon Buyer, at its sole cost and expense, applying for and obtaining such federal, state and local governmental and quasi-governmental permits and approvals, as Buyer reasonably deems necessary or appropriate for Buyer's intended use and development of the Property (the "Approvals and Permits"), including subdividing the Orlandos' Land in accordance with the Plan of Consolidation. The resulting two lots must comply with the zoning requirements of Upper Dublin Township. The Orlandos agree to cooperate with the Buyer with respect to such applications to the extent reasonably necessary to obtain such Approvals and Permits, and the Orlandos shall not act in any manner to unreasonably hinder, object to or delay Buyer's receipt of the Approvals and Permits. The Orlandos shall sign the Plan of Consolidation and any other documents reasonably required in order to be able to convey the Property to Buyer.

6. The Orlandos will execute at closing a deed of dedication confirming the Buyer's ultimate right of way is twenty-five feet (25') from the center line of Dillon Road along the Dillon Road frontage of the Orlandos' Land.

7. Closing on the purchase of the Property by consummation of the transaction contemplated by this Agreement and in accordance with its terms (herein referred to as the "Closing") shall take place on a date and in a location designated by Buyer within thirty (30) days after final unappealed subdivision approval of the Plan of Consolidation and receipt of all other Approvals and Permits, but in no event later than one hundred twenty (120) days from

the date of this Agreement ("Closing Date").

8. Possession of the Property is to be given on the Closing Date by special warranty deed conveying fee simple title subject only to the Permitted Exceptions (the "Deed").

9. Formal tender of an executed deed and purchase money is hereby waived.

10. On the Closing Date:

(a) Real Estate Transfer Tax. Real estate transfer taxes imposed by any governmental body or bodies shall be borne equally by the Buyer and the Orlandos except that Buyer may obtain waivers of collection of transfer taxes for portions of its share of the transfer tax.

(b) Real Estate Tax. The Orlandos and Buyer will attempt to agree upon an equitable pro-ratio of taxes prior to closing. Absent entering into such an agreement, there will be no reimbursement of real estate taxes to the Orlandos at closing. When the Montgomery County Board of Assessments reassesses the Orlandos' Land post closing, Buyer will reimburse the Orlandos, within thirty (30) days of receipt of written confirmation of the action of the Board, those taxes attributable to the Property from the date of closing to the end of the appropriate tax years.

(c) Closing Costs. Buyer shall pay the cost to record the Deed and the cost of Buyer's title insurance policy and all endorsements thereto.

11. The Orlandos represent and warrant to the Buyer and agree as follows:

(a) The Orlandos have the full and lawful unrestricted right and power to execute, deliver and perform the obligations under this Agreement and to complete all transactions contemplated hereunder.

(b) There are no rights, options or other agreements of any kind entered into by the Orlandos to sell or otherwise dispose of the Property, or any interest therein, nor to the knowledge of the Orlandos, any claim to such rights, options, or other agreements. The Orlandos agree that between the date of this Agreement and the Closing Date they shall not enter into any leases, rights, options or other agreements of any kind to sell or otherwise dispose of the Property, or create any interest therein.

(c) The Orlandos have not received any notice of any violation of a law, ordinance, regulation, order or requirement applicable to the Property, including without limitation requirements imposed under any recorded covenants, conditions, restrictions, easements or other rights affecting the Property. If the Orlandos receive such a notice prior to Settlement, the Orlandos shall immediately notify the Buyer in writing.

(d) There is no action, suit or proceeding pending or, to the knowledge of the Orlandos, threatened against or affecting the Orlandos or the Property or any portion thereof or relating to or arising out of the ownership or operation of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(e) the Orlandos agree that between the date of this Agreement and the Closing Date they shall not create or suffer to be entered against it any lien, claim, judgment, or other encumbrance on the Property, except as permitted under this Agreement.

(f) The Orlandos have not stored, treated, or disposed of any hazardous waste, hazardous or toxic materials or wastes or products regulated by any law or regulation on the Property, and to the best of their knowledge, no such materials have ever been

stored, treated, or disposed of on the Property and there are no underground storage tanks or wells on the Property.

(g) The present zoning classification of the Property is A-residential.

(h) The representations and warranties shall survive closing for a period of one year after closing.

12. Settlement is contingent upon the Buyer obtaining an acceptable Environmental Site Assessment for the Property.

13. The Orlandos agree that in the event of any default in its performance of this Agreement that the Buyer shall have the right to specific performance of the terms hereof.

14. The Orlandos and Buyer each agree to execute and deliver to the other such additional documents or agreements as may be reasonably necessary for the consummation of the transactions contemplated by this Agreement; provided, however, that no party shall have any obligation to deliver any such additional document or agreement which, in the opinion of counsel, shall impose any duties or obligations in addition to those expressly set forth in this Agreement or the agreements to be delivered pursuant to the terms of the Agreement.

15. No real estate broker has been retained or utilized in connection with the transactions contemplated hereunder. If either party breaches this clause, the non-breaching party shall be entitled to indemnification, including costs and attorney fees. This paragraph shall survive closing.

16. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

17. All notices, requests and other communications under this Agreement

shall be in writing and shall be sent by certified mail, or nationally recognized overnight delivery service (such as Federal Express), postage prepaid, return receipt requested, addressed as follows:

If intended for the Buyer:
Township Manager
Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034

With a copy to:
D. Barry Pritchard, Jr., Esquire
Law Offices of D. Barry Pritchard, Jr.
516 Dekalb Street
Norristown, PA 19401

If intended for the Orlandos:
Anthony J. Orlando
Katherine Orlando
1637 Dillon Road
Maple Glen, PA 19002

or at such other address of which the Orlandos or the Buyer shall have given notice as herein provided. All such notices, requests and other communications may be given by the legal counsel for such party.

18. If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions shall remain in full force and effect.

19. This Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the Orlandos.

20. This Agreement contains the whole agreement between the Orlandos and

Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement may not be altered, amended, changed or modified except in writing executed by the parties.

21. This Agreement is subject to the approval of the Board of Commissioners of Upper Dublin Township, proof of which shall be provided to the Orlandos within thirty (30) days of the date of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

9-8-08
Date

9-8-08
Date

ORLANDOS:

Anthony J. Orlando
Anthony J. Orlando

Katherine Orlando
Katherine Orlando

9-9-08
Date

TOWNSHIP OF UPPER DUBLIN

By: [Signature]

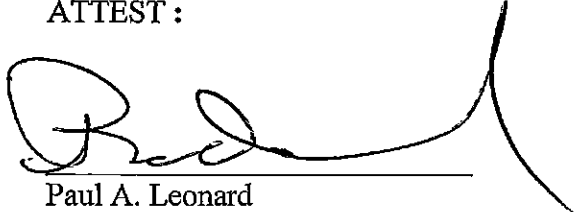
Exhibit "A"

RESOLUTION NO. 2002

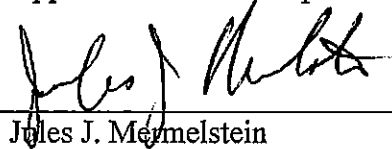
BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that Jules J. Mermelstein, President of the Board of Commissioners be hereby authorized to sign the attached Contribution Agreement for Additional Improvements consisting of traffic signal pedestals, mast arms, conduit, wiring, signal heads and other miscellaneous construction at the intersection of S.R. 2027 (Pennsylvania Avenue) and Commerce Drive, and that Paul A. Leonard, Secretary of the Board of Commissioners, be hereby authorized and directed to attest and seal the same.

Date : Sept. 9, 2008

ATTEST :


Paul A. Leonard
Title : Secretary

Board of Commissioners of
Upper Dublin Township

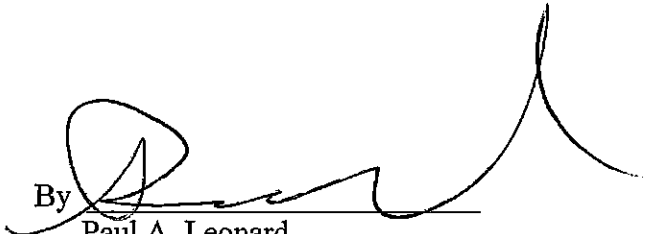
By: 
Jules J. Mermelstein
Title : President

(SEAL)

CERTIFICATION

I, Paul A. Leonard, Secretary of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Commissioners held on Tuesday, Sept 9, 2008.

(SEAL)

By 
Paul A. Leonard
Title : Secretary

Date : Sept. 9, 2008

MONTGOMERY COUNTY
UPPER DUBLIN TOWNSHIP
S.R. 0309 SECTION 103
MPMS NO. 64275

AGREEMENT NO. 069422
FEDERAL ID NO. 23-6003042

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made on and entered into this _____ day of _____, 2008 by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH;

and

Upper Dublin Township, a political subdivision of the Commonwealth of Pennsylvania, situated in Montgomery County, acting through its proper officials, hereinafter called the TOWNSHIP.

W I T N E S S E T H:

WHEREAS, the COMMONWEALTH has under its jurisdiction State Routes 309 and 2027 (Pennsylvania Avenue), located in Upper Dublin Township, Montgomery County; and,

WHEREAS, the COMMONWEALTH proposes a project involving construction of improvements on State Routes 309 and 2027 in Upper Dublin Township, ("Project"); and,

WHEREAS, the Project will consist of the reconstruction of S.R. 0309, Section 103 and roadway improvements at the intersection of State Route 2027 and Commerce Drive ("Intersection"); and,

WHEREAS, the TOWNSHIP has requested the COMMONWEALTH to include, as part of the Project, replacement of a portion of the existing traffic signal equipment, consisting of

material supplied by both the TOWNSHIP and the COMMONWEALTH, as more fully described below in Paragraph 2, for which the TOWNSHIP is financially responsible ("Additional Improvements"); and,

WHEREAS, the TOWNSHIP has agreed to reimburse the COMMONWEALTH for one hundred percent (100%) of the COMMONWEALTH's cost to construct the Additional Improvements; and,

WHEREAS, the TOWNSHIP, upon completion of the Project, will assume ownership, jurisdiction, and responsibility for operation and maintenance of the Additional Improvements; and,

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth their respective performance responsibilities and financial obligations for the Project.

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

1. The foregoing recitals are hereby incorporated by reference as a material part of this Agreement.
2. In conjunction with the construction of the S.R. 0309 Section 103 project, the COMMONWEALTH shall, by contract, construct the following Additional Improvements for which the TOWNSHIP shall be financially responsible: traffic signal pedestals, mast arms, conduit, wiring, signal heads, and other miscellaneous construction, at the Intersection.
3. (a) The TOWNSHIP shall pay to the COMMONWEALTH, by way of contribution for the Additional Improvements, estimated to be \$70,000 (Seventy thousand dollars). The estimated costs are as specifically set forth in Exhibit "A," which

is attached to and made a part of this Agreement. The COMMONWEALTH shall submit an invoice at the completion of the Project; and, after final inspection of the Additional Improvements and their approval by the engineers for the TOWNSHIP, the TOWNSHIP shall make payment in full within thirty (30) days of receipt of the invoice.

(b) For the engineering and inspection of the Additional Improvements on behalf of the COMMONWEALTH and for the additional mobilization cost resulting from the Additional Improvements, the TOWNSHIP shall not reimburse the COMMONWEALTH.

4. If the TOWNSHIP shall be in default of payment under the preceding paragraph for a period of forty-five (45) days, the TOWNSHIP authorizes the COMMONWEALTH to withhold so much of the TOWNSHIP's Liquid Fuels Tax Fund allocation as may be necessary to reimburse the COMMONWEALTH in full for all costs due hereunder; and the TOWNSHIP does hereby and herewith authorize the COMMONWEALTH to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

5. The COMMONWEALTH shall be responsible for all costs of the Project other than those for which the TOWNSHIP is responsible.

6. Unless otherwise agreed to by the parties in writing, in addition to the TOWNSHIP's contribution obligations under preceding Paragraph No. 3, the TOWNSHIP shall, subject to FHWA cost participation, where applicable, indemnify, save harmless and (if requested) defend the COMMONWEALTH, its agents and employees from, and be solely responsible for, the payment and satisfaction of all awards, judgments, claims, costs and damages, including costs of appraisers and attorneys, witness fees and other court costs and expenses resulting from the following:

(a) Changes required to be made to the COMMONWEALTH's approved plans and/or specifications for the Project made necessary by Additional Improvements requested by and for the TOWNSHIP.

(b) Time delays and extensions of time or termination of construction work on the Project requested or caused by the TOWNSHIP.

(c) Right-of-way and other property damages resulting from the acquisition and/or condemnation of the lands necessary for and/or the construction of the requested Additional Improvements. Right-of-way and other property damages, as used in this paragraph, shall include, but not be limited to, consequential damages; damages arising from de facto or inverse takings; special damages for displacement; damages for the preemption, destruction, alteration, blocking and diversion of facilities; and any other damages that may be claimed or awarded within the purview of the Eminent Domain Code of 1964, as amended, the State Highway Law of 1945, as amended, and/or eminent domain case law of the Commonwealth of Pennsylvania; and claims awarded or entered against the COMMONWEALTH and/or the TOWNSHIP.

(d) Relocation of utility facilities, including but not limited to, gas, water, railroad, sewer, electric, telecommunications or drainage facilities, in the Project area and made necessary by the Additional Improvements.

(e) Preparation or revisions of environmental impact statements, negative declarations, environmental reports or other documents required by law and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or construction of the Additional Improvements; and any or all increased planning, design, construction, utility relocation and right-of-way costs resulting therefrom.

(f) All other unforeseen costs and expenses not included in the said estimate of design and construction costs for the Additional Improvements, but which are directly related to or caused by the planning, design and/or construction of the Additional Improvements.

7. All work done and materials furnished under and by virtue of this Agreement shall conform to and be governed by the plans and specifications prepared or approved by and on file with the COMMONWEALTH, which plans and specifications are incorporated herein by reference; and the work shall be done under the supervision and subject to the approval of the COMMONWEALTH.

8. Upon completion of the Project, the TOWNSHIP shall operate and maintain the Additional Improvements constructed under this Agreement in good repair, the ornamental treatments to mast arms will be pursuant to the traffic signal permit to be issued to the Township by the COMMONWEALTH.


9. Nothing contained in the Agreement shall be deemed to be a waiver by the COMMONWEALTH of its discretion to abandon or postpone the Project.

10. The TOWNSHIP shall comply with the Contractor Integrity Provisions and the Provisions Concerning the Americans with Disabilities Act, attached hereto as Exhibits "B" and "C," respectively, and made part hereof.

11. The Project is funded with 100% federal funds. The federal assistance program name and appropriation is 373; Appro. 581; MPMS NO. 64275; ECMS Contract No. 64275. This paragraph does not affect the costs to the TOWNSHIP.

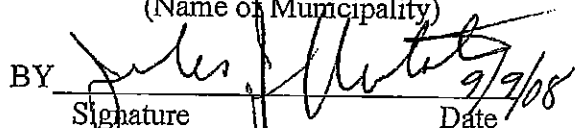
*MUNICIPALITY's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.

ATTEST:



Signature
PAUL A. LEONARD

Title SECRETARY
Date 9/9/08

Upper Dublin Township
(Name of Municipality)
BY 

Signature
JULES J. MERMELSTEIN

Title PRESIDENT
Date 9/9/08

(SEAL)

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Assistant District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
Chief Counsel DATE

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE
UNDER SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
Deputy Attorney General DATE

BY _____
for Comptroller DATE

Exhibit "A"

Project Costs

Department (Project)

Roadway Reconstruction and Associated Improvements \$83,870,000

Municipality (Additional Improvements)

Traffic signal pedestals, mast arms, conduit, wiring,
signal heads, and other miscellaneous construction \$70,000 (100% Municipal)

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

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

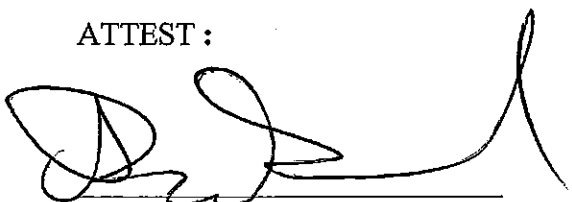
1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq.*, The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

RESOLUTION NO. 2003

BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that Jules J. Mermelstein, President of the Board of Commissioners be hereby authorized and directed to sign the attached Traffic Signal Maintenance Agreement for the traffic signal at S.R. 2027 (Pennsylvania Avenue) and Commerce Drive, and that Paul A. Leonard, Secretary of the Board of Commissioners, be hereby authorized and directed to attest and seal the same.

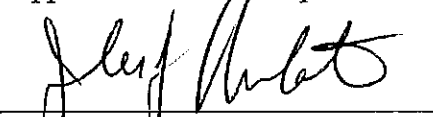
Date : Sept. 9, 2008

ATTEST :



Paul A. Leonard
Title : Secretary

Board of Commissioners of
Upper Dublin Township

By: 

Jules J. Mermelstein
Title : President

(SEAL)

CERTIFICATION

I, Paul A. Leonard, Secretary of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Commissioners held on Tuesday, Sept. 9, 2008.

(SEAL)

By: 

Paul A. Leonard
Title : Secretary

Date : Sept. 9, 2008

AGREEMENT NO. 069431
FEDERAL ID NO. 23-6003042

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

And

Upper Dublin Township, a political subdivision in the County of
Montgomery, Pennsylvania, by its proper officials, hereinafter
called SUBDIVISION.

W I T N E S S E T H:

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

S.R. 2027 (Pennsylvania Avenue) and Commerce Drive, and

S.R. 2027 (Pennsylvania Avenue) and S.R. 8031 Ramps AB and R

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

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

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

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

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

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual

promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

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

S.R. 2027 (Pennsylvania Avenue) and Commerce Drive

S.R. 2027 (Pennsylvania Avenue) and S.R. 8031 Ramps AB and R

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

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B"

attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

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

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and

the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

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

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued

maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Federal Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.


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

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

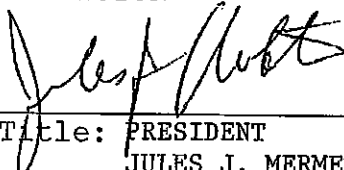
9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

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

ATTEST


Title: SECRETARY
PAUL A. LEONARD
DATE 9/9/88

UPPER DUBLIN TOWNSHIP
SUBDIVISION

BY 
Title: PRESIDENT
JULES J. MERMELSTEIN
DATE 9/9/88

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT
DOCUMENT NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. 069431 is split 0%, expenditure amount of \$0.00, for federal funds and 0%, expenditure amount of \$0.00, for state funds. The related federal assistance program name and number is n/a. The state program name and number is n/a.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

RESPONSE MAINTENANCE SCHEDULE

<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

Exhibit "B"

RECORDKEEPING

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

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

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

Exhibit "C"

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

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

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

Training

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

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

Budget Requirements

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

Personnel Classifications

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

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

Minimum Position Requirements

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

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.

2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
 3. Ability to make design and modifications to implement or omit special functions.
 4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
 5. Ability to perform all tasks required of a signal technician.
- C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

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

EXHIBIT "D"

CONTRACTOR INTEGRITY PROVISIONS

1. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - d. **Financial interest** means:
 - 1) Ownership of more than a five percent interest in any business; or
 - 2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

January 16, 2001

Exhibit "E"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq.*, The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

RESOLUTION NO. 2004

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR A WIDENED PORTION OF 1637 DILLON ROAD**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from ANTHONY J. ORLANDO AND KATHERINE ORLANDO, also known as KATHLEEN ORLANDO, husband and wife, of 1637 Dillon Road in Upper Dublin Township (collectively, "GRANTORS") a Deed of Dedication for a widened portion of a public street known as 1637 DILLON ROAD (the "Street") as described according to a plan titled "Plan of Consolidation, Lands of Anthony J. & Katherine Orlando" prepared by Metz Engineers, dated August 1, 2008, last revised September 24, 2008, and attached hereto as Exhibit "A", and more particularly described by the legal description for the "Dillon Road Ultimate Right-of-Way, lands of Anthony J. and Katherine Orlando" prepared by Metz Engineers, dated August 5, 2008, last revised October 8, 2008, and attached hereto as Exhibit "B"; and

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

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

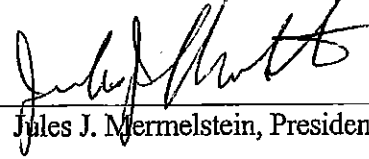
1. The Deed of Dedication offered to the Township for the widened portion of 1637 Dillon Road as described by Exhibit "A" and Exhibit "B" is hereby accepted as a public street.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The widened portion of this public street as described by Exhibit "A" and Exhibit "B" shall hereafter be designated on the official map of streets in the Township.

RESOLVED, this 17th day of November, 2008.

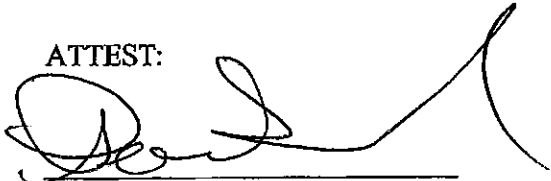
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____



Jules J. Mermelstein, President

ATTEST:



Paul A. Leonard, Secretary/Township Manager

EXHIBIT "A"



LOCATION MAP - P-20700

1. The project is located in the Upper Dublin Township, Pennsylvania.

2. The project is located in the Upper Dublin Township, Pennsylvania.

3. The project is located in the Upper Dublin Township, Pennsylvania.

4. The project is located in the Upper Dublin Township, Pennsylvania.

5. The project is located in the Upper Dublin Township, Pennsylvania.

6. The project is located in the Upper Dublin Township, Pennsylvania.

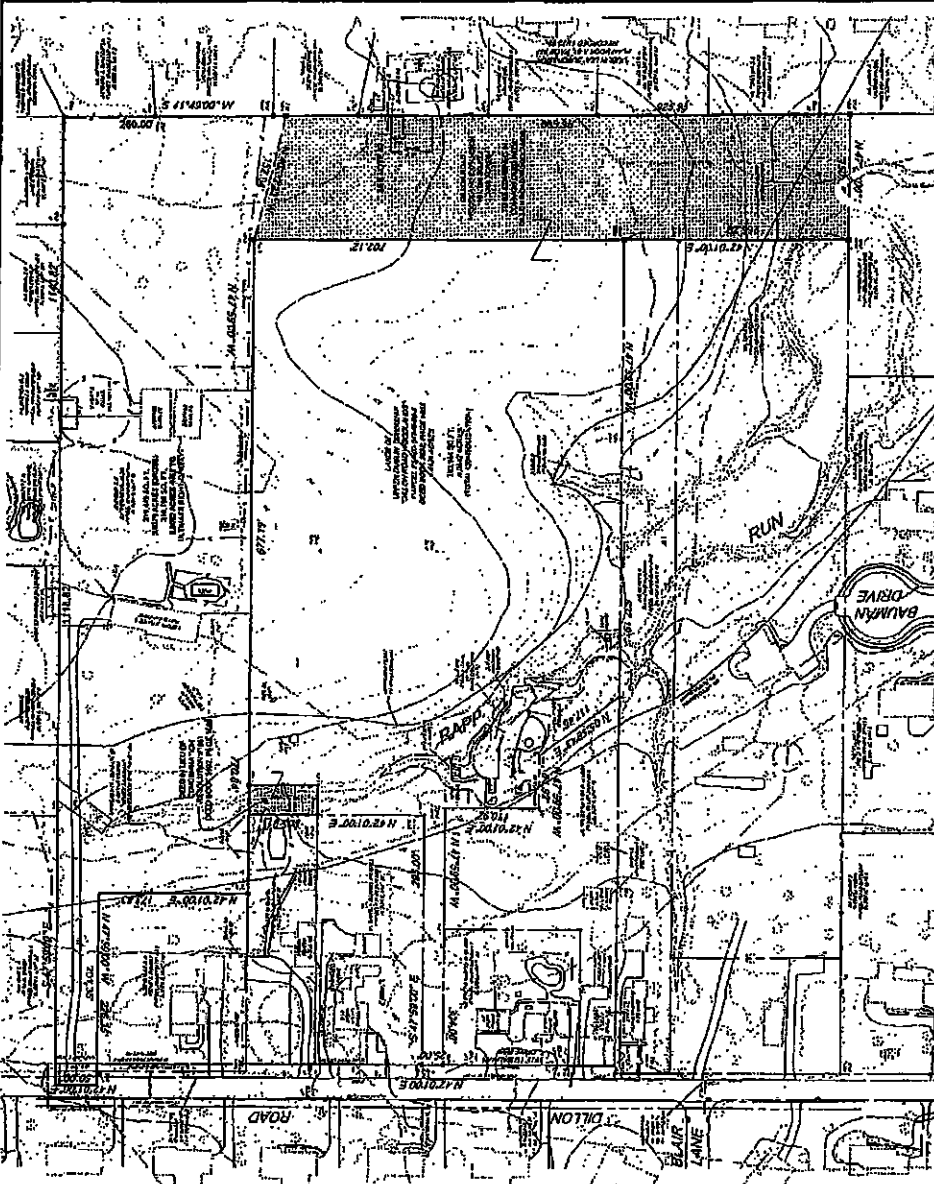
7. The project is located in the Upper Dublin Township, Pennsylvania.

8. The project is located in the Upper Dublin Township, Pennsylvania.

9. The project is located in the Upper Dublin Township, Pennsylvania.

10. The project is located in the Upper Dublin Township, Pennsylvania.

DATE	JAN
PROJECT NO.	0008.150
PROJECT NAME	UPPER DUBLIN TOWNSHIP
CLIENT	UPPER DUBLIN TOWNSHIP
DESIGNER	METZ ENGINEERS
SCALE	1" = 40'
DATE	1-1-2



NOTICE TO THE PUBLIC

THIS PLAN IS THE PROPERTY OF METZ ENGINEERS AND ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF METZ ENGINEERS AND ARCHITECTS, INC.

UPPER DUBLIN TOWNSHIP

Metz Engineers

1000 W. 10th Street, Suite 100
 Upper Merion, PA 19086
 (610) 281-1234

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	12/15/11	JMM
2	FINAL PLAN	1/1/12	JMM

LEGEND

1. PROPERTY BOUNDARIES

2. EXISTING BUILDINGS

3. EXISTING DRIVEWAYS

4. EXISTING PAVEMENT

5. EXISTING CURBS

6. EXISTING SIDEWALKS

7. EXISTING UTILITIES

8. EXISTING TREES

9. EXISTING LANDSCAPE

10. EXISTING FENCES

11. EXISTING SIGNAGE

12. EXISTING LIGHTING

13. EXISTING SECURITY

14. EXISTING PARKING

15. EXISTING DRIVEWAYS

16. EXISTING PAVEMENT

17. EXISTING CURBS

18. EXISTING SIDEWALKS

19. EXISTING UTILITIES

20. EXISTING TREES

21. EXISTING LANDSCAPE

22. EXISTING FENCES

23. EXISTING SIGNAGE

24. EXISTING LIGHTING

25. EXISTING SECURITY

26. EXISTING PARKING

27. EXISTING DRIVEWAYS

28. EXISTING PAVEMENT

29. EXISTING CURBS

30. EXISTING SIDEWALKS

31. EXISTING UTILITIES

32. EXISTING TREES

33. EXISTING LANDSCAPE

34. EXISTING FENCES

35. EXISTING SIGNAGE

36. EXISTING LIGHTING

37. EXISTING SECURITY

38. EXISTING PARKING

39. EXISTING DRIVEWAYS

40. EXISTING PAVEMENT

41. EXISTING CURBS

42. EXISTING SIDEWALKS

43. EXISTING UTILITIES

44. EXISTING TREES

45. EXISTING LANDSCAPE

46. EXISTING FENCES

47. EXISTING SIGNAGE

48. EXISTING LIGHTING

49. EXISTING SECURITY

50. EXISTING PARKING

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	12/15/11	JMM
2	FINAL PLAN	1/1/12	JMM

EXHIBIT "B"



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. Taherty, Survey Manager
 Joseph J. Fielder, Inspection Manager
 Wendy J. Clair, SPHR, Business Manager
 Ralph A. Wert, P.E., P.L.S. 1996-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

August 5, 2008
 Rev. October 8, 2008

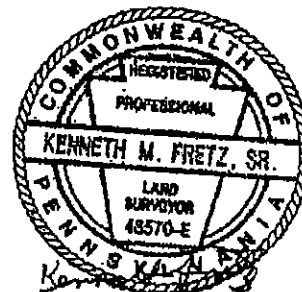
UD08.150
 Dillon Road Woodlands Expansion

Dillon Road Ultimate Right-of-Way
 lands of Anthony J. & Katherine Orlando

ALL THAT CERTAIN portion of roadway situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Consolidation, lands of Anthony J. & Katherine Orlando prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated August 1, 2008, last revised September 24, 2008, and being more fully described as follows:

BEGINNING at a point on the deed title line of lands of Anthony J. & Katherine Orlando (block 8, unit 35) or near the centerline of Dillon Road (50' wide ultimate right-of-way), said point being in the southerly line of lands, extended, of N/L Eric C. & Rita D. Sydow (block 8, unit 22), as shown on said plan; thence, extending from said point of beginning along said Sydow lands, South 47°59'00" East, 25.00 feet to a point on the southeasterly Dillon Road ultimate right-of-way line; thence, extending along said ultimate right-of-way line, South 42°01'00" West, 50.00 feet to a point, a corner of lands of N/L Charles A & Irene A. Rankin (block 8, unit 112); thence, extending along said Rankin lands extended, North 47°59'00" West, 25.00 feet to a point on the aforementioned Orlando deed title line; thence, extending along said deed title line, North 42°01'00" East, 50.00 feet to a point, said point being the point and place of beginning.

CONTAINING 1250 sq.ft. (0.0287 acres) of land area, be the same, more or less.



Herbert H. Metz, Inc. Since 1912

/UD/08150/Legals/08150-Ult-RW-Lgl.doc

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

RESOLUTION

RESOLUTION NO. 2005

AND NOW, this 11th day of November, 2008, the TOWNSHIP OF UPPER DUBLIN, of MONTGOMERY County, Pennsylvania...

County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for officer STEPHEN T. SCHEIER, pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 of 1974, hereby enacts the following RESOLUTION:

BE IT RESOLVED by the TOWNSHIP OF UPPER DUBLIN, and it is hereby resolved by the authority of same:

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

IN WITNESS WHEREOF the TOWNSHIP OF UPPER DUBLIN hereby authorizes the execution and attestation of the RESOLUTION and the date first above written.

by: [Signature] JULES J. MERMELSTEIN, PRESIDENT, BOARD OF COMMISSIONERS

SEAL

ATTEST: [Signature] PAUL A. LEONARD



penn
DEPARTMENT OF

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

DEP Code No.

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION NO: 2006

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

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS St. Mary's Villa for Children & Families has proposed the development of a parcel of land identified as
land developer

St. Mary's Villa for Children & Families, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the 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 Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

Secretary, Upper Dublin Township

(Signature)

~~Township Board of Supervisors (Borough Council) (City Councilmen)~~, hereby certify that the foregoing is a true copy of the Township ~~(Borough) (City)~~ Resolution # 2006, adopted, November 11, 2008.

Municipal Address:

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

Seal of
Governing Body

RESOLUTION

No. 2007

**A RESOLUTION Of The Upper Dublin Township Board Of Commissioners
Authorizing The Filing Of A Grant Application To Fund The Construction
Of The Upper Dublin Junior Athletic Association Football Field.**

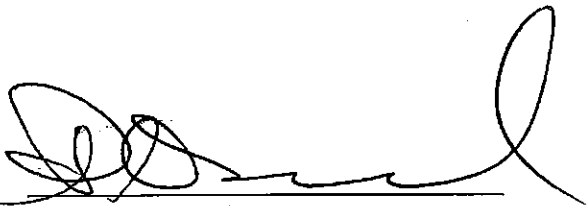
WHEREAS, Upper Dublin Township received notification on March 9, 2007 from the Commonwealth of Pennsylvania's Office of the Budget that Governor Rendell had authorized release of \$500,000 in Redevelopment Assistance Capital Program (RACP) funding for construction of the "Upper Dublin Junior Athletic Association Football Field," a site officially named the "Upper Dublin Sports Park," and commonly referred to as "The SPARK;" and,

WHEREAS, the filing of a completed application is required during or after completion of the project for release of RACP funds by the Commonwealth of Pennsylvania Office of the Budget; and,

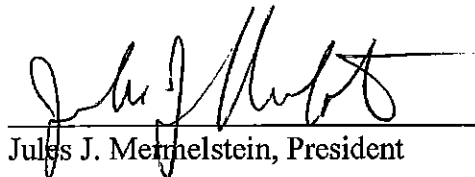
WHEREAS, a formal resolution by the Upper Dublin Township Board of Commissioners is required as part of the application process;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes the Township Manager to file a grant application for \$500,000 in funding from the Commonwealth of Pennsylvania Redevelopment Assistance Capital Program (RACP) to be applied towards the cost of construction of the Upper Dublin Junior Athletic Association Football Field.

Approved by the Board of Commissioners of Upper Dublin Township this 11th day of November A.D. 2008.



Paul A. Leonard
Township Manager / Secretary



Jules J. Memmelstein, President

RESOLUTION NO. 2008

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2009.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2009 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 2009 budget was advertised as required by law and made available for public inspection on November 17, 2008, and,

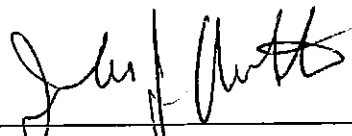
WHEREAS, the proposed 2009 budget was advertised as required by law and was presented and amended at public hearings on November 18, 2008, November 22, 2008, and December 2, 2008, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2009;


THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2009.

ADOPTED this 9th day of December 2008.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Jules J. Mermelstein, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 7009

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN
TOWNSHIP ADOPTING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT
IMPLEMENTING THE COMPREHENSIVE PLAN OF
MONTGOMERY COUNTY**

WHEREAS, Montgomery County adopted a new county comprehensive plan on September 22, 2005, which was prepared in accordance with Sections 209.1 and 301 of the Pennsylvania Municipalities Planning Code as amended by Acts 67 and 68 of 2000, with said plan titled *Shaping Our Future – A Comprehensive Plan for Montgomery County* (“County Comprehensive Plan”); and

WHEREAS, the county and its municipalities face many planning challenges, such as population growth, spreading development, traffic congestion, economic sustainability, revitalization of older communities, open space and farmland preservation, housing needs, and environmental quality; and

WHEREAS, local municipalities and the county must work cooperatively to preserve our high quality of life and address common concerns; and

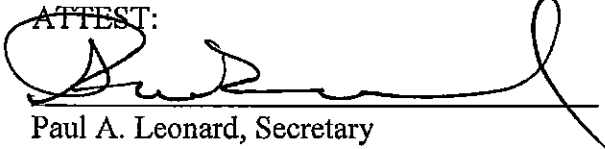
WHEREAS, the Township of Upper Dublin’s own comprehensive plan, which will be retained and used in conjunction with the County Comprehensive Plan, is generally consistent with and compatible with the County Comprehensive Plan.

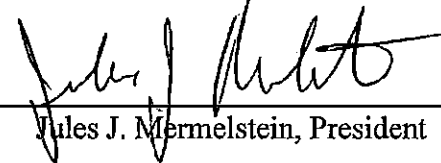
WHEREAS, the Township adopted the County Comprehensive Plan on March 14, 2006 and now must enter into an Intergovernmental Cooperative Agreement with Montgomery County to implement the County Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin, that Jules J. Mermelstein, President of the Board of Commissioners, is hereby authorized to enter into the Intergovernmental Cooperative Agreement with Montgomery County attached to this Resolution.

RESOLVED, this 9th day of December, 2008.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

Paul A. Leonard, Secretary

BY: 
Jules J. Mermelstein, President

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
IMPLEMENTING
*SHAPING OUR FUTURE: A COMPREHENSIVE PLAN FOR MONTGOMERY COUNTY***

THIS AGREEMENT is entered into the _____ day of _____, 2008, by and between MONTGOMERY COUNTY (the "County") and UPPER DUBLIN TOWNSHIP ("the Township") pursuant to the authority set forth in the Intergovernmental Cooperation Act of December 16, 1966, 53 Pa. C.S.A. §§2301 *et seq.*

BACKGROUND

A. In accordance with Article III of the Municipalities Planning Code, Montgomery County has prepared and adopted a new comprehensive plan, titled *Shaping Our Future: A Comprehensive Plan for Montgomery County* ("the Plan"). The intent of this Plan is to encourage sound planning and smart growth for the county's 62 local municipalities.

B. To accomplish sound planning and smart growth, the county's 62 local municipalities must have comprehensive plans, zoning ordinances, and subdivision and Land Development Ordinances that are generally consistent with the Plan.

C. Where local municipalities have adopted the county comprehensive plan and have conformed their local plans and ordinances to the county plan by implementing a cooperative agreement and adopting appropriate resolutions and ordinances, local municipalities have additional powers as described in section 1105 of the Municipalities Planning Code and the ability to do specific plans, as described in section 1106 of the Municipalities Planning Code.

D. The purposes and objectives of this agreement are to establish the process for achieving general consistency between the Plan and the Land Development Ordinances of the Township, to establish a process for the review and approval of developments of regional significance, to establish the role and responsibilities of the Township with respect to implementation of the Plan, and to require a yearly report by the Township and the County.

NOW THEREFORE, in order to implement *Shaping Our Future: A Comprehensive Plan for Montgomery County*, and to comply with the requirements for Intergovernmental Cooperation Agreements, and to avail Upper Dublin Township of the powers conferred upon municipalities that adopt and conform to a county comprehensive plan under the Municipalities Planning Code, as an exercise of the Township's police power to protect the health, safety, and welfare of its citizenry, and in furtherance of the Township's obligation as trustee of the natural, scenic, and historic resources of the Commonwealth, and intending to be legally bound, the parties hereto agree as follows:

1. Adoption of *Shaping Our Future: A Comprehensive Plan for Montgomery County* by Upper Dublin Township.

As a condition of this Implementation Agreement, the Township adopted *Shaping Our Future: A Comprehensive Plan for Montgomery County* by Resolution of the Board of Commissioners on

_____, including all amendments and updates to this Plan. In adopting the Plan, the Township has retained its own municipal comprehensive plan.

Within two years of the date of this agreement, the Township will amend the Township plan to be generally consistent with *Shaping Our Future* or will adopt a new comprehensive plan that is generally consistent.

2. Adoption of Conforming Ordinances

Within two years after the date of this agreement, the Township will implement the Plan by adopting, amending, or otherwise conforming its zoning ordinance, its subdivision and land development ordinance, its capital improvement plan, and any other ordinances, plans, or regulations related to land development, such as the regulation of floodplains, wetlands, stormwater, steep slopes, and historic districts ("Land Development Ordinances"), as necessary so that they are generally consistent with the Plan.

3. Determining and Achieving General Consistency

(a) Certification and Confirmation of General Consistency

The Township shall analyze its Land Development Ordinances for general consistency with *Shaping Our Future*. After this analysis, the Township shall identify and certify, in writing, the portions of its Land Development Ordinances that are consistent with *Shaping Our Future* and those portions not generally consistent with *Shaping Our Future*, if any.

The Montgomery County Planning Commission ("County Planning Commission") shall review the certification of the Township and state, in writing, whether it confirms the Township's certification. If the County Planning Commission does not agree with upper dublin township's certification, it shall identify, in writing, all areas of disagreement. the Township may then choose to submit a revised certification of general consistency.

However, if the Township still considers an ordinance to be consistent with the Plan but the County Planning Commission does not consider it consistent, the Township and the County Planning Commission may engage the dispute resolution provisions of Section 7 to resolve the disagreement.

(b) "General Consistency" Standards

When evaluating the Township's ordinances for "general consistency," the Township and the County Planning Commission shall examine what is allowed by existing Land Development Ordinances. They shall determine whether there is a 'reasonable, rational, similar connection or relationship' between the Land Development Ordinances of the Township and the provisions of the Plan. They shall focus specifically on whether the goals, policies, and guidelines of the Plan are compatible with the location, types, densities, and intensities of uses permitted by existing zoning ordinances.

(c) Amendment of Ordinances

The Township agrees to make the revisions to its Land Development Ordinances and regulations that are necessary to make them generally consistent with the Plan within two years of the date of this agreement. These revisions shall be based on the Township's certification, with

confirmation from the County Planning Commission, or shall be based on the results of the dispute resolution process.

(d) Notification of Ordinance Amendments

Whenever the Township proposes to amend a land development ordinance, for any reason, it shall provide a copy of the proposed amendment to the County Planning Commission, as already required by sections 505 and 609 of the Municipalities Planning Code, along with a statement as to the Township's view of the proposed amendment's general consistency with the Plan.

(e) County Planning Commission Review of Amendments Prior to Adoption

In its written review of land development ordinance amendments, the County Planning Commission shall determine whether the ordinance will be generally consistent with the Plan or not. If the County Planning Commission determines that an ordinance proposal is not generally consistent, it shall include a written statement of the perceived inconsistency and an indication of what changes could be made to the proposal to eliminate the conflict, if any. Alternatively, Montgomery County may choose to amend the Plan to make the proposed land development ordinance amendment generally consistent and shall notify the Township in writing that it will be amending the Plan within one year after the land development ordinance amendment is adopted.

(f) Procedure when County Planning Commission Determines Proposal is Not Generally Consistent

Upon receipt of notification that the ordinance proposal is unacceptable to the County Planning Commission, the Township shall either modify the ordinance proposal to satisfy the objections of the County Planning Commission, shall seek an amendment to the Plan by the Montgomery County Commissioners, or shall submit the matter to the dispute resolution process as outlined below.

4. Developments of Regional Significance

(a) Defined

Developments of regional significance and impact shall be those defined as regionally-significant land uses in Chapter 2 of the Land Use Plan element of *Shaping Our Future: A Comprehensive Plan for Montgomery County*.

(b) Procedure for Developments of Regional Significance

Whenever the Township receives a proposal, plan, or submission for a development of regional significance and impact, it shall provide a copy of the submission to the County Planning Commission, as already required by section 502 of the Municipalities Planning Code. When the development of regional significance is a permitted use in the area where it is proposed for construction, and when the plans for the development conform in all material respects to all other Land Development Ordinances, and when the development will not require the installation of additional publicly funded infrastructure, and when the ordinances and regulations of the Township are generally consistent with the Plan, the role of the County Planning Commission will be limited to providing comments on the proposal to the Township. If the proposal does not satisfy all of the foregoing requirements, and the project, if constructed as presented, is determined by the County Planning Commission to be not generally consistent with the Plan,

then, upon receipt of an opinion from the County Planning Commission that the proposal is not generally consistent with the Plan, the governing body of the Township shall reject the project if legally permissible. If it is not legally possible to reject the project, the Township agrees to take all measures legally available to it to limit or modify the project if necessary, so that it conforms to the Plan (or minimizes the inconsistency with the Plan) to the greatest degree possible. If the proposal is inconsistent with the Plan or necessitates a change in zoning, the Township will follow the procedure for amending the Plan prior to changing the zoning or other ordinances.

5. Specific Responsibilities of the Township in Implementation of the Plan

Where appropriate, the Township shall adopt new zoning and subdivision ordinances that implement the Plan; shall adopt specific plans within land use areas that include Suburban Centers, Employment Centers, Community Mixed Use and Services areas, Town Centers, and Village Centers; and shall provide infrastructure improvements in a manner that is consistent with the Plan.

6. Plan Amendments and Updates

- (a) The Plan shall be reviewed and amended as needed to keep it current. In conjunction with this review and possible amendment, the County Planning Commission shall evaluate development within each designated growth area and rural resource area to determine if these areas must be redefined.
- (b) The Plan shall be updated by the County Planning Commission no less frequently than every 10 years.
- (c) The Township can request amendments to the Plan at any time by submitting proposed amendments to the County Planning Commission. Any amendments must be adopted or rejected by Montgomery County within one year of the request by the Township.
- (d) The County Planning Commission can propose amendments to the Plan at any time and shall submit a copy of the proposed amendments to the Township for their review and comment, in accordance with section 302 of the Municipalities Planning Code.
- (e) Plan amendments and updates adopted by the Montgomery County Commissioners shall be adopted by the Township within one year of the adoption date by the Montgomery County Commissioners.
- (f) The Township agrees that within two years of the passage of its ordinance adopting a Plan amendment or update, it will conform its zoning, subdivision, and other Land Development Ordinances and regulations to the Plan, as amended or updated.

7. Dispute Resolution

A dispute or claim over the rights or obligations, performance, breach, termination, or interpretation of this Implementation Agreement, the Plan, or any other matter, action, claim, dispute, question, or issue arising under the terms of this Agreement not otherwise resolved between the Township and Montgomery County may be resolved as follows:

- (a) The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally.

(b) If the dispute cannot be settled through direct discussions and good faith negotiations, the County and the Township agree that, upon written notice by one party to the other, they will endeavor to settle the dispute in an amicable manner by mediation utilizing the auspices of the American Arbitration Association or such other mediation agency as the parties may agree. Unless otherwise agreed, costs of mediation will be shared equally by the disputing parties.

(c) The County and the Township mutually covenant to make best efforts to resolve disputes as they arise.

8. Reports

By March 1st in each year following the Effective Date of this Implementation Agreement, the Township will furnish the County Planning Commission, and the County Planning Commission will furnish the Township, with a report that describes the activities carried out pursuant to this Implementation Agreement during the previous year.

9. Withdrawal

Upper Dublin Township or Montgomery County may voluntarily withdraw from participation in this Implementation Agreement at any time after one year; provided that Montgomery County shall give at least six months notice of its intent to withdraw to the Township and the Township shall give at least two months notice of its intent to withdraw to Montgomery County.

10. Execution, Effective Date, and Term

This Implementation Agreement shall become effective only upon the latter date of adoption of a Resolution approving this Implementation Agreement by both Montgomery County and the Township (the "Effective Date"). This Agreement shall remain in effect until either Montgomery County or the Township withdraws.

11. Administration

(a) The Montgomery County Planning Commission staff and the Township staff shall perform those duties necessary to amend or update the Plan, determine general consistency, and implement the Plan.

(b) Montgomery County will be responsible for all costs and expenses associated with amending or updating the Plan and determining general consistency with the Plan. The Township will be responsible for all costs and expenses associated with implementing the Plan or legally defending the implementation of the Plan by the Township.

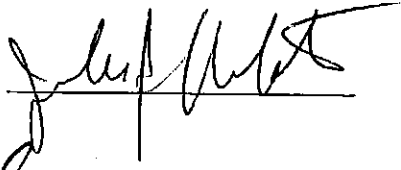
MONTGOMERY COUNTY

By: _____

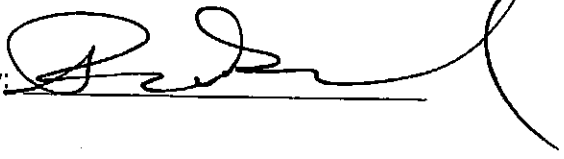
ATTEST:

By: _____

UPPER DUBLIN TOWNSHIP

By: 

ATTEST:

By: 

ADOPTED on behalf of Montgomery County by Resolution dated: _____.

ADOPTED on behalf of Upper Dublin Township by Resolution dated: 12/9/08.

**BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2010**

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS ESTABLISHING THE RATE
OF EMPLOYEE CONTRIBUTION TO THE TOWNSHIP'S
POLICE PENSION PLAN FOR THE YEAR 2009

WHEREAS, Upper Dublin Township created the Upper Dublin Police Pension Plan ("Pension Plan") effective May 1, 1968; and

WHEREAS, the Pension Plan was established pursuant and is governed by the Act of May 29, 1956, P.L. (1955) 1804, as amended, 53 P.S. §§ 767-778, commonly referred to as "Act 600"; and

WHEREAS, the Township's Board of Commissioners is the governing body for Township Departments, including the police department, as well as the governing body of the Pension Plan; and

WHEREAS, pursuant to Act 600, the governing body of a police pension fund may, on an annual basis, reduce or eliminate employee contributions to the police pension fund when such contributions are not required to maintain the actuarial soundness of the Plan; and

WHEREAS, such reduction or elimination must be accomplished through the passage of an ordinance or resolution; and

WHEREAS, based upon the actuarial study prepared by the Plan Actuary for the Pension Plan, 2009 contributions to the Pension Plan can be set at 4.8% without jeopardizing the actuarial soundness of the Pension Plan.

NOW THEREFORE, the Township's Board of Commissioners hereby resolves as follows:

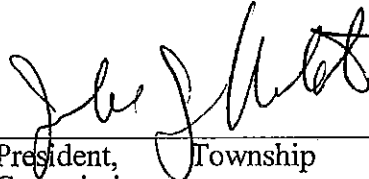
1. Effective January 1, 2009, each police employee within the Township's police department shall contribute 4.8% of the officer's salary, as that term is defined by the pension plan, to the police pension plan.
2. This Resolution shall take effect immediately.

Duly enacted by the members of the Upper Dublin Board of Commissioners, this 9th day of December, 2008.

UPPER DUBLIN BOARD OF COMMISSIONERS

Attest:


Secretary


President, Township Board of Commissioners

RESOLUTION NO. 2011

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR A WIDENED PORTION OF 1611 AND 1613 DILLON ROAD**

WHEREAS, the Board of Commissioners of Upper Dublin Township received from Fred Unger and Marion D. Unger, of 1611 and 1613 Dillon Road in Upper Dublin Township (collectively, "Grantors") a Street Deed of Dedication dated March 26, 2008 (the "Street Deed of Dedication") for a widened portion of a public street known as 1611 and 1613 Dillon Road (the "Street") as described according to a plan titled "Plan of Subdivision, Dillon Road Woodlands" prepared by Metz Engineers, dated February 8, 2008, last revised February 11, 2008, recorded on March 25, 2008, Plan Book 31, Page 218, and attached hereto as Exhibit "A" and more particularly described by the legal description for the Ultimate Right-of-Way, Lands of Fred Unger and Marion D. Unger, prepared by Metz Engineers, dated March 12, 2008, and attached hereto as Exhibit "B";

WHEREAS, the Street Deed of Dedication was recorded on May 12, 2008 in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania, at Deed Book 5692, Page 01094.

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


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

1. The Street Deed of Dedication offered to the Township for the widened portion of 1611 and 1613 Dillon Road as described by Exhibit "A" and Exhibit "B" is hereby accepted as a public street.

2. The widened portion of this public street as described by Exhibit "A" and Exhibit "B" shall hereafter be designated on the official map of streets in the Township.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *9th day of December*, 2008.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Jules Merchelstein, President

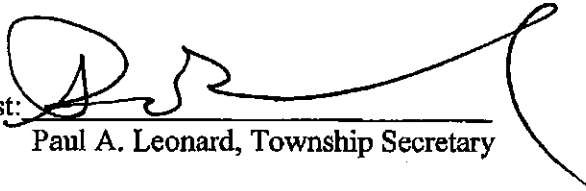
Attest: 
Paul A. Leonard, Township Secretary

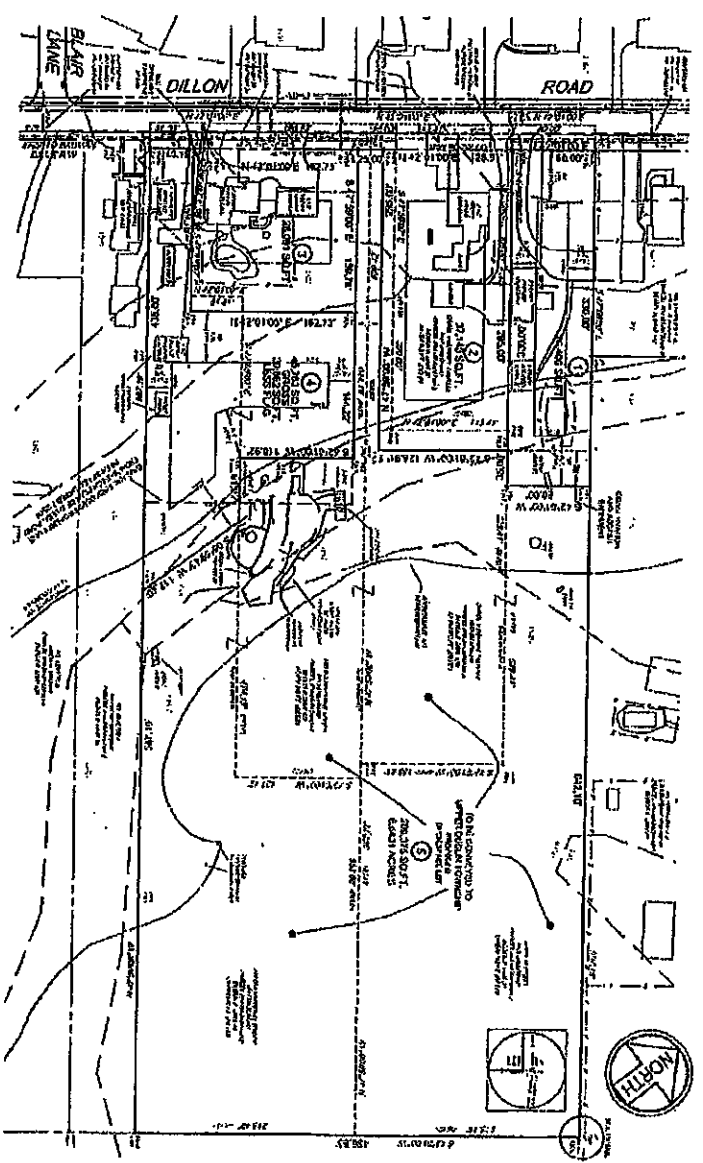
EXHIBIT "A"

NOTICE TO THE PUBLIC: This is a preliminary plan for a proposed subdivision of land. It is subject to change without notice. The plan is based on the best available information and is not a guarantee of accuracy. The plan is subject to the approval of the local planning commission and the state planning board. The plan is subject to the approval of the local planning commission and the state planning board. The plan is subject to the approval of the local planning commission and the state planning board.

DEVELOPER: [Name]

PLANNING COMMISSION: [Name]

STATE PLANNING BOARD: [Name]



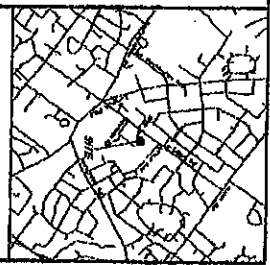
NO.	DESCRIPTION	AREA	PERCENTAGE	REMARKS
1	Lot 1	10,000	100%	
2	Lot 2	10,000	100%	
3	Lot 3	10,000	100%	
4	Lot 4	10,000	100%	
5	Lot 5	10,000	100%	
6	Lot 6	10,000	100%	
7	Lot 7	10,000	100%	
8	Lot 8	10,000	100%	
9	Lot 9	10,000	100%	
10	Lot 10	10,000	100%	

NOTICE TO THE PUBLIC: This is a preliminary plan for a proposed subdivision of land. It is subject to change without notice. The plan is based on the best available information and is not a guarantee of accuracy. The plan is subject to the approval of the local planning commission and the state planning board. The plan is subject to the approval of the local planning commission and the state planning board. The plan is subject to the approval of the local planning commission and the state planning board.

DEVELOPER: [Name]

PLANNING COMMISSION: [Name]

STATE PLANNING BOARD: [Name]



UPPER DUBLIN TOWNSHIP

DEVELOPER: [Name]

PLANNING COMMISSION: [Name]

STATE PLANNING BOARD: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT: [Project Name]

ADDRESS: [Address]

1.3

EXHIBIT "B"



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. VanDise, P.E.
 James R. Redolph, P.E., P.L.S.
 Mark R. Flaherty, Survey Manager
 Joseph J. Hebler, Inspection Manager
 Wendy L. Clair, SCHR, Business Manager
 Ralph A. Wert, P.E., P.L.S. 1936-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

March 12, 2008

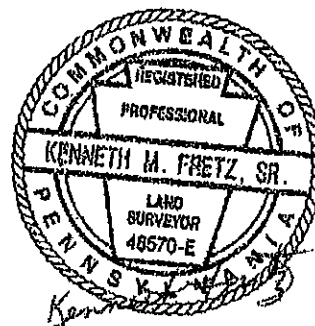
UD06.935
 Upper Dublin Township

Ultimate Right-of-Way
 Lands of Fred and Marion D. Unger
 Parcel #54-00-04745-007 and
 #54-00-04744-008

ALL THAT CERTAIN portion of roadway situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Subdivision, Dillon Road Woodlands, prepared for Upper Dublin Township, by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated February 8, 2008, last revised February 11, 2008, and being more fully described as follows:

BEGINNING at a point, an original corner on the deed title line of lands of Fred and Marion D. Unger (Parcels #54-00-04745-007 and #54-00-04744-008 on said plan), in the centerline of Dillon Road (50' wide ultimate right-of-way), said point being located northeasterly, ±709 feet from the northeasterly sideline of Bauman Drive (50' wide); thence, extending 218.42 feet in a northeasterly direction, being the total width of the said Unger parcels, having a breadth of 25 feet southeasterly, parallel to said title line and at right angles therefrom.

Containing 5,460 Sq. Ft. (0.1254 acres) of land area, be the same, more or less.



Herbert H. Metz, Inc. Since 1912

RESOLUTION NO. 2012

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR A WIDENED PORTION OF 1617 DILLON ROAD**

WHEREAS, the Board of Commissioners of Upper Dublin Township received from the Carol V. Bonnet Trust by Carol V. Bonnet, Trustee, of 1617 Dillon Road in Upper Dublin Township (collectively, "Grantor") a Street Deed of Dedication dated March 26, 2008 (the "Street Deed of Dedication") for a widened portion of a public street known as 1617 Dillon Road (the "Street") as described according to a plan titled "Plan of Subdivision, Dillon Road Woodlands" prepared by Metz Engineers, dated February 8, 2008, last revised February 11, 2008, recorded on March 25, 2008, Plan Book 31, Page 218, and attached hereto as Exhibit "A" and more particularly described by the legal description for the Ultimate Right-of-Way, Lands of Carol V. Bonnet, Trustee, prepared by Metz Engineers, dated March 12, 2008, and attached hereto as Exhibit "B";

WHEREAS, The Street Deed of Dedication was recorded on May 12, 2008 in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania, at Deed Book 5692, Page 01103; and

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

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

1. The Street Deed of Dedication offered to the Township for the widened portion of 1617 Dillon Road as described by Exhibit "A" and Exhibit "B" is hereby accepted as a public street.

2. The widened portion of this public street as described by Exhibit "A" and Exhibit "B" shall hereafter be designated on the official map of streets in the Township.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *9th day* of *December*, 2008.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: _____

Jules Mermelstein
Jules Mermelstein, President

Attest: _____

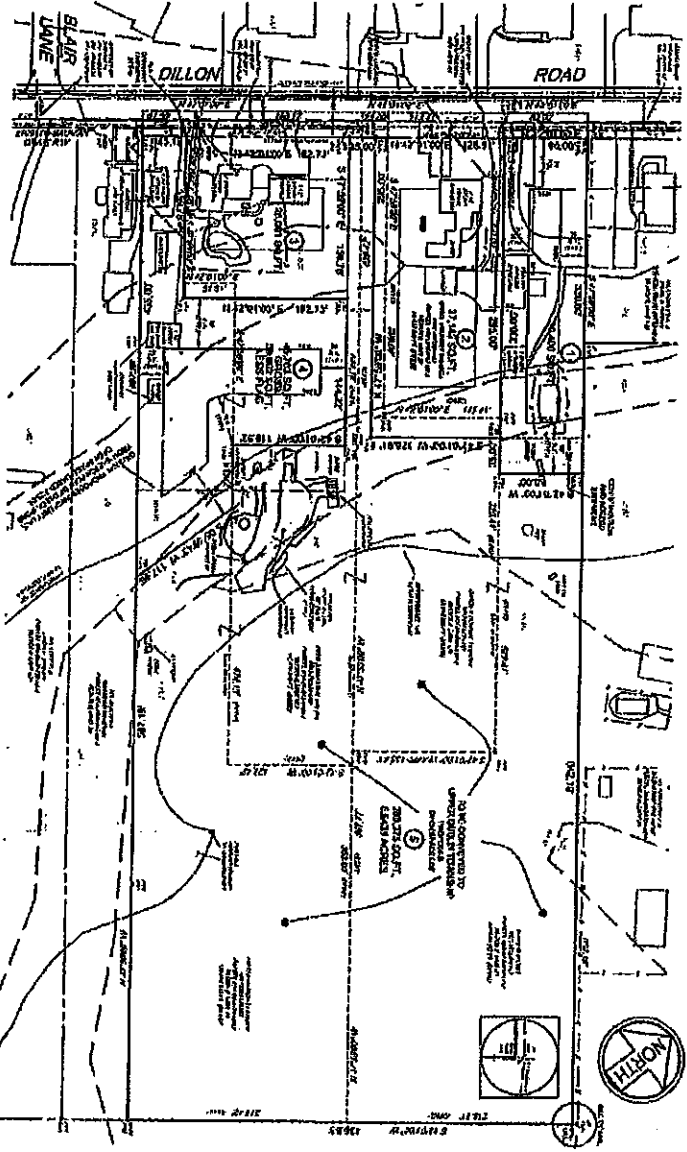
Paul A. Leonard
Paul A. Leonard, Township Secretary

EXHIBIT "A"

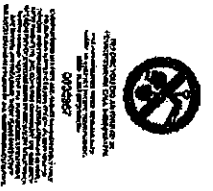
PROPOSED DRIVEWAY
 This driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway.

PROPOSED DRIVEWAY
 This driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway.

PROPOSED DRIVEWAY
 This driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway. The driveway is proposed to be constructed from the existing driveway to the proposed driveway.



NO.	DESCRIPTION	DATE	BY	FOR
1	PROPOSED DRIVEWAY			
2	EXISTING DRIVEWAY			
3	PROPOSED DRIVEWAY			
4	EXISTING DRIVEWAY			
5	PROPOSED DRIVEWAY			
6	EXISTING DRIVEWAY			
7	PROPOSED DRIVEWAY			
8	EXISTING DRIVEWAY			
9	PROPOSED DRIVEWAY			
10	EXISTING DRIVEWAY			



NOTICE
 This plan is submitted for your review and approval. It is intended to show the proposed driveway easement and its location relative to the property lines and surrounding roads. The plan is subject to change without notice.

UPPER DUBLIN TOWNSHIP
 This plan is submitted for your review and approval. It is intended to show the proposed driveway easement and its location relative to the property lines and surrounding roads. The plan is subject to change without notice.

NOTICE
 This plan is submitted for your review and approval. It is intended to show the proposed driveway easement and its location relative to the property lines and surrounding roads. The plan is subject to change without notice.

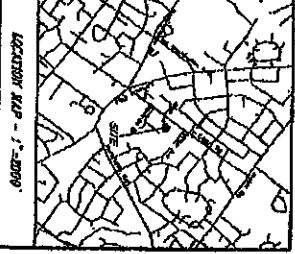


EXHIBIT "B"



Darryl 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. Rodolph, P.E., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Flaherty, Inspection Manager
Wendy L. Chale, SPIIR, Business Manager
Ralph A. Wert, P.E., P.L.S. 1856-1994

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March 12, 2008

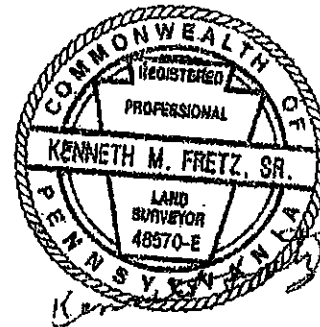
UD06.935
Upper Dublin Township

Ultimate Right-of-Way
Lands of Carol V. Bonnet, Trustee
Parcel #54-00-04746-006 and
#54-00-04747-005

ALL THAT CERTAIN portion of roadway situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Subdivision, Dillon Road Woodlands, prepared for Upper Dublin Township, by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated February 8, 2008, last revised February 11, 2008, and being more fully described as follows:

BEGINNING at a point, an original corner on the deed title line of lands of Carol V. Bonnet, Trustee (Parcel #54-00-04746-006 and #54-00-04747-005 on said plan), in the centerline of Dillon Road (50' wide ultimate right-of-way), said point being located northeasterly, ± 927.4 feet from the northeasterly sideline of Bauman Drive (50' wide); thence, extending 138.41 feet in a northeasterly direction, being the total width of the said Bonnet parcels, having a breadth of 25 feet southeasterly, parallel to said title line and at right angles therefrom.

Containing 3460 Sq. Ft. (0.0794 acres) of land area, be the same, more or less.



Herbert H. Metz, Inc. Since 1912

RESOLUTION NO. 2013

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR A WIDENED PORTION OF 1625 DILLON ROAD**

WHEREAS, the Board of Commissioners of Upper Dublin Township received from Mary M. Bickel and Ronald E. Glick of 1625 Dillon Road in Upper Dublin Township (collectively, "Grantors") a Street Deed of Dedication dated March 26, 2008 (the "Street Deed of Dedication") for a widened portion of a public street known as 1625 Dillon Road (the "Street") as described according to a plan titled "Plan of Subdivision, Dillon Road Woodlands" prepared by Metz Engineers, dated February 8, 2008, last revised February 11, 2008, recorded on March 25, 2008, Plan Book 31, Page 218, and attached hereto as Exhibit "A" and more particularly described by the legal description for the Ultimate Right-of-Way, Lands of Mary M. Bickel, prepared by Metz Engineers, dated March 12, 2008, and attached hereto as Exhibit "B";

WHEREAS, the Street Deed of Dedication was recorded on May 12, 2008 in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania, at Deed Book 5692, Page 01111; and

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

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

1. The Street Deed of Dedication offered to the Township for the widened portion of 1625 Dillon Road as described by Exhibit "A" and Exhibit "B" is hereby accepted as a public street.

2. The widened portion of this public street as described by Exhibit "A" and Exhibit "B" shall hereafter be designated on the official map of streets in the Township.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *9th day* of *December*, 2008.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 

Jules Mennelstein, President

Attest: 

Paul A. Leonard, Township Secretary

EXHIBIT "A"

EXHIBIT "B"



Harry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Tomson, P.E.
Kenneth M. Fretz, Sr., P.E., S.
Cynthia H. VanHise, P.E.
James R. Rudolph, P.E., P.L.S.
Mark R. Fisher, Survey Manager
Joseph J. Fretz, Inspection Manager
Wendy L. Chitt, SPIR, Business Manager
Ralph A. Wert, P.E., P.L.S. 1956-1891

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March 12, 2008

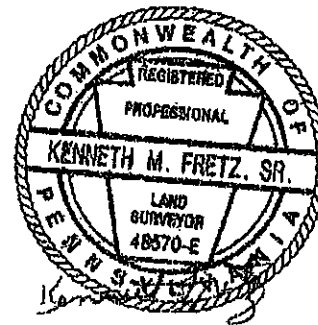
UD06.935
Upper Dublin Township

Ultimate Right-of-Way
Lands of Mary M. Bickel
Parcel #54-00-04750-002

ALL THAT CERTAIN portion of roadway situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Subdivision, Dillon Road Woodlands, prepared for Upper Dublin Township, by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated February 8, 2008, last revised February 11, 2008, and being more fully described as follows:

BEGINNING at a point, an original corner on the deed title line of lands of Mary M. Bickel (Parcel #54-00-04750-002 on said plan), in the centerline of Dillon Road (50' wide ultimate right-of-way), said point being located northeasterly, ± 1066 feet from the northeasterly sideline of Bauman Drive (50' wide); thence, extending 80.00 feet in a northeasterly direction, being the width of the said Bickel parcel, having a breadth of 25 feet southeasterly, parallel to said title line and at right angles therefrom.

Containing 2,000 Sq. Ft. (0.0459 acres) of land area, be the same, more or less.



Herbert H. Metz, Inc. Since 1912

RESOLUTION 2014

**ADOPTING A POLICY FOR IMPLEMENTING THE
RIGHT-TO-KNOW LAW REGULATING ACCESS
TO PUBLIC RECORDS OF UPPER DUBLIN TOWNSHIP**

WHEREAS, the legislature has enacted a substantial revision to the Pennsylvania Right-To-Know Law (Act 3 of February 14, 2008) providing for access to public information in the possession of local agencies, their boards, commissions and contractors; and

WHEREAS, the legislature has created the Office of Open Records to enforce the Right-To-Know Law and to serve as a resource for citizens, public officials and members of the media in obtaining public records; and

WHEREAS, the newly enacted Right-To-Know Law will be effective on January 1, 2009 and mandates a revision to current policies and procedures employed by Upper Dublin Township for processing Right-To-Know requests.

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township hereby approves and adopts the following policy for implementing the Right-To-Know Law regulating access to public records of Upper Dublin Township, effective January 1, 2009:

UPPER DUBLIN TOWNSHIP
POLICY FOR IMPLEMENTING THE RIGHT-TO-KNOW LAW
REGULATING ACCESS TO PUBLIC RECORDS

The purpose of this policy is to assure compliance with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., as amended, (Act 3, February 14, 2008) to provide access to public records of the Upper Dublin Township, to preserve the integrity of Upper Dublin Township's records, and to minimize the financial impact to the residents of Upper Dublin Township ("Township") regarding the resources utilized in the receipt and processing of public record requests and the retrieval and copying of public records.

It is the policy of the Township to require the presence of a designated employee when public records are examined and inspected and to charge reasonable fees for duplication of public records of the Township. The Board of Commissioners will, from time to time, designate a person to serve as the Open Records Officer responsible for assuring compliance with the Pennsylvania Right-to-Know Law, in accordance with the following guidelines:

1. The Open Records Officer may designate certain employee(s) to process public record requests.

2. The Open Records Officer is responsible for minimizing, where possible, the financial impact on the Township regarding the resources utilized in the receipt and processing of public record requests and the retrieval and copying of public records.

3. All requests for public records of the Township under this policy shall be specific in identifying and describing each public record requested. In no case shall the Township be required to create a public record which does not exist or to compile, maintain, format or organize a public record in a manner in which the Township does not currently compile, maintain, format or organize the public record.

4. All requests for public records shall be submitted in writing and on either the form provided by the State Office of Open Records or the Township's form which is posted on the Township's website. The form must be fully completed to be accepted. No verbal or anonymous requests will be accepted.

5. Record requests may be submitted to the Open Records Officer in person, by mail, by e-mail, or by facsimile.

6. The Open Records Officer shall make a good faith effort to determine whether each record requested is a public record, whether the agency has possession, custody or control of the identified record and, if so, whether it is subject to access.

7. The Open Records Officer shall facilitate a reasonable response for the Township's public records. In no case is the Township expected to provide extraordinary staff time to respond to the request, but will respond in a manner consistent with the Township's administrative responsibilities and consistent with the requirements of the Pennsylvania Right-to-Know Law.

8. The Open Records Officer shall respond to the requester within five (5) business days from the date of receipt of the written request. If the Township does not respond within five (5) business days of receipt thereof, the request is deemed denied.

9. The response provided by the Township shall either (1) approve access to the record; (2) state that the request is being reviewed; (3) approve/deny access in part or (4) deny access to the record.

10. If access to the public record requested is approved, the public record shall be available for access during the regular business hours of the Township. The Open Records Officer shall cooperate fully with the requester, while also taking reasonable measures to protect the Township's public records from the possibility of theft and/or modification. The presence of a designated employee is required when public records are examined and inspected.

11. In the event the estimated cost of fulfilling a request submitted under this policy is expected to exceed \$100.00, the Township shall obtain fifty percent (50%) of

the expected cost in advance of fulfilling the request to avoid unwarranted expense of the Township's resources.

12. If the request is being reviewed, the notice provided by the Township shall be in writing including the reason for the review and the expected response date, which shall be within thirty (30) days of the notice of review. If the Township does not respond within thirty (30) days thereof, the request is deemed denied. Review of the request is limited to situations where:

- (a) The record requested contains information which is subject to access, as well as information which is not subject to access that must be redacted prior to a grant of access. The redacted information is considered a denial as to that information;
- (b) The record requires retrieval from a remote location;
- (c) A timely response cannot be accomplished due to staffing limitations;
- (d) A legal review is necessary to determine whether the record requested is a public record;
- (e) The requester has failed to comply with the Township's policy and procedure requirements; or
- (f) The requester refuses to pay the applicable fees; or
- (g) The extent or nature of the request precludes a response within the required time period.

13. If access to the record requested is denied in whole or in part, the notice provided by the Township shall be in writing and contain:

- (a) A description of the record requested.
- (b) The specific reasons for the denial, including a citation of supporting legal authority.
- (c) The name, title, business address, business telephone number and signature of the Open Records Officer on whose authority the denial is issued.
- (d) Date of the response.
- (e) The procedure to appeal the denial of access under the Right To Know Act.

14. The Open Records Officer shall maintain an electronic or paper copy of all requests, consistent with the Department's retention schedule, but in any event, until:

- (a) the request has been fulfilled; or
- (b) 30 days have elapsed after a denial; or
- (c) a final decision has been made on any appeal.

15. Fees for duplication of public records shall be as follows, but not in excess of those authorized by the Office of Open Records, except where a higher charge is authorized by law:

- (a) Photocopying: 25 cents (\$0.25) per page.
- (b) Duplication of public records and/or tape records: actual cost to the Township of duplicating the public record.
- (c) Certified copies: \$1.00 per record.
- (d) Postage: actual cost to the Township of mailing the public record.
- (e) Vehicle Accident Report: \$15.00

The Township may in its discretion waive fees. If a public record is subject to access, but is in the possession of a party other than the Township, the Open Records Officer shall assess a duplication fee, but upon collection shall remit the fee to the party in possession of the record if that party duplicated the record.

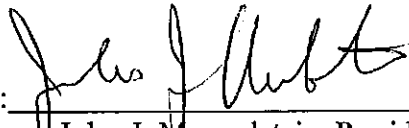
16. If the request is denied or deemed denied, the requester may file an appeal with the Office of Open Records within fifteen (15) business days of the mailing date of the Township's notice of denial, or within fifteen (15) days of a deemed denial. The appeal should be in writing and addressed to: Executive Director, Office of Open Records, Commonwealth Keystone Building, 400 North Street, 4th Floor, Harrisburg, PA 17120. The appeal must:

- (a) State the grounds upon which the requester asserts that the record is a public record.
- (b) Address any grounds stated by the Township for delaying or denying the request.

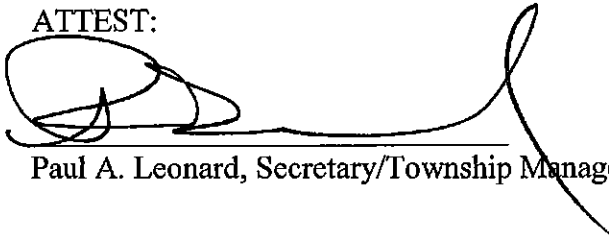
17. This policy shall be posted conspicuously at the Township building and on the Township's website together with contact information for the Open Records Officer, the Pennsylvania Office of Open Records and a Request Form.

RESOLVED, this 9th day of December, 2008.

UPPER DUBLIN TOWNSHIP

By: 
Jules J. Mermelstein, President
Board of Commissioners

ATTEST:


Paul A. Leonard, Secretary/Township Manager

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION
NO. 2015

WHEREAS, Upper Dublin Township is presently possessed of surplus equipment, specifically a 1987 Mack Model 86F Fire Truck previously used by the Fort Washington Volunteer Fire Company; and

WHEREAS, Upper Providence Township, Montgomery County, Pennsylvania is interested in purchasing this fire truck from Upper Dublin Township; and

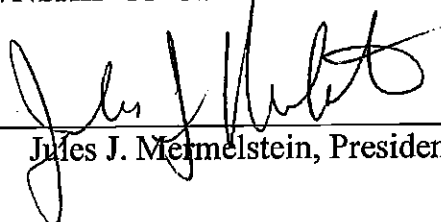
WHEREAS, Upper Dublin Township is empowered by §1501(II) of the First Class Township Code (53 P.S. §56501(II)) to sell or transfer Township personal property to another municipality without a requirement for public bidding.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of Upper Dublin Township hereby approves the sale of a 1987 Mack Model 86F Fire Truck to Upper Providence Township for the sum of Twenty-Five Thousand Dollars (\$25,000).

RESOLVED, this 9th day of December, 2008, at a public meeting of the Board of Commissioners.

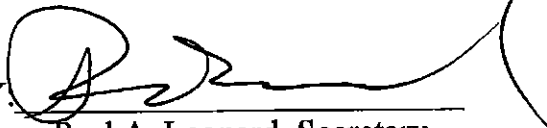
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY:


Jules J. Mermelstein, President

ATTEST:

BY:


Paul A. Leonard, Secretary

[unborn@veschto.com]

**BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 09-2016

**A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS AMENDING THE NON-
UNIFORM EMPLOYEE PENSION PLAN**

WHEREAS, the Township of Upper Dublin ("Township") established the Township of Upper Dublin Non-Uniformed Employees Pension Plan ("Pension Plan") effective May 1, 1968; and

WHEREAS, the Pension Plan has been amended from time to time, and was most recently amended and restated effective as of January 1, 2001; and

WHEREAS, the Township, through its Board of Commissioners desires to make additional amendments to the pension plan

WHEREAS, the Township desires to again amend the Pension Plan to reflect benefit changes and certain changes in applicable law.

NOW THEREFORE, the following amendments are made to the Plan, effective January 1, 2009.

1. Section 2.36 shall be amended by deleting the current provisions contained in that Section and adding the following language to the definition section:

Township Department Head Employee

Effective January 1, 2009, a separate class of employee/member in the Plan shall be created which shall consist of Township Department Head employees who did not participate in the Upper Dublin Township Non-Uniform Pension Plan upon his or her hire date, including the positions of Township Manager and Assistant

Township Manager, to the extent that the occupants of those positions have been approved by the Upper Dublin Township Board of Commissioners to subsequently participate in the Plan and meet the requirements/limitations for participation in the Plan as set forth in the Internal Revenue Code, including, but not limited to, Section 414(q), which sets the compensation limitations for so-called "highly compensated employees."

To the extent that any such participant exceeds the limitations set forth in Section 414(q) of the Internal Revenue Code, then such participant may not continue participation in the Plan unless and until their compensation no longer exceeds the threshold contained in Section 414(q).

2. A new Section, Section 2.37, shall be inserted into the Plan definitions and shall provide as follows:

Year of Service

"Year of Service" means any calendar year in which a Non-Uniformed Employee earns one thousand or more Hours of Service.

Effective January 1, 2009, in the case of eligible Township Department Head Employees as defined in Section 2.36 above, such individuals shall be credited with two years of service for each calendar year in which they participate in the plan and earn at least one thousand (1,000) hours of service. In no event shall the total years of service credited to such employee exceed the total number of years that would have been credited had the employee been a Plan member from his date of hire.

3. Section 3.1(b) shall be amended to provide as follows:

New Members

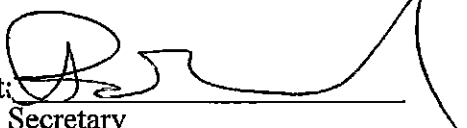
Each Non-Uniformed Employee shall become a Member in the Plan as of the last day of the Plan Year immediately following his date of hire.

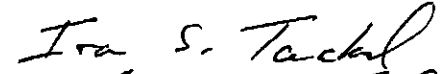
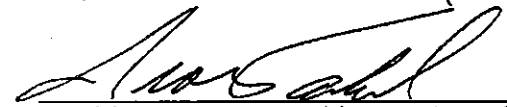
Effective January 1, 2009, to the extent that they have not already done so and are approved by the Upper Dublin Township Board of Commissioners, Department Head Employees may participate in the Plan so long as they meet any plan and/or Internal Revenue Service Code Eligibility requirements. To the extent that any Department Head receives compensation which classifies the individual as a "highly compensated employee," as defined by Section 414(q) of the Internal Revenue Code, that individual shall be ineligible to continue to participate in the Plan unless and until the individual's compensation falls below the cutoff for a highly compensated employee as set forth in Section 414(q).

4. This Resolution shall take effect immediately.

Duly enacted by the members of the Upper Dublin Board of Commissioners, this 13th day of January, 2009.

UPPER DUBLIN BOARD OF COMMISSIONERS

Attest: 
Secretary



Vice-President, Township Board of Commissioners

Resolution No. 09-2017

A resolution by the Upper Dublin Township Board of Commissioners authorizing the filing of an application for \$500,000 in grant funding through the Commonwealth of Pennsylvania's Redevelopment Assistance Capital Program (RACP) to fund the construction of the "Upper Dublin Junior Athletic Association Football Field," a site officially named the "Upper Dublin Sports Park" and commonly referred to as "The SPARK."

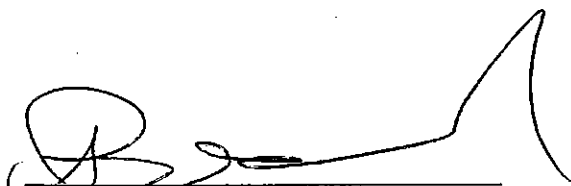
WHEREAS, Upper Dublin Township received notification on March 9, 2007 from the Commonwealth of Pennsylvania's Office of the Budget that Governor Rendell had authorized \$500,000 in Redevelopment Assistance Capital Program (RACP) funding for construction of the "Upper Dublin Junior Athletic Association Football Field" ("the project"), a site officially named the "Upper Dublin Sports Park," and commonly referred to as "The SPARK;" and,

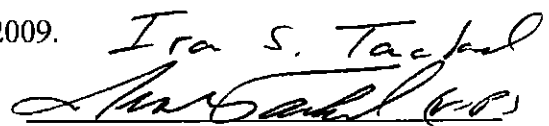
WHEREAS, the filing of a completed application is required during or after completion of the project for release of RACP funds by the Commonwealth of Pennsylvania Office of the Budget; and,

WHEREAS, a formal resolution by the Upper Dublin Township Board of Commissioners is required as part of the application process that indicates the Board's prior knowledge and approval of the project; the Board's prior knowledge and understanding that RACP funds are received as reimbursement for approved project expenditures; and, the Board's prior knowledge and agreement that a portion of Upper Dublin Township's capital reserve would be advanced as needed to fund the project with the expectation of replacing expended funds when RACP grant funds were reimbursed to the Township.

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners acknowledges the above and hereby authorizes the filing of the required RACP application for \$500,000 in funding.

RESOLVED, this 13th day of January, 2009.


Paul A. Leonard
Township Manager / Secretary


for Jules J. Mermelstein, President
Upper Dublin Township
Board of Commissioners

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 09-2018

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, 2009 as

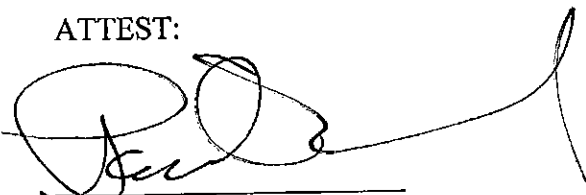
ARBOR DAY

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

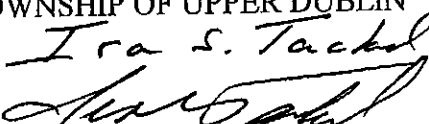
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 13th day of January, A.D. 2009.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Ira S. Tackel
By: 
for Jules J. Mermelstein, President

RESOLUTION
NO. 09-2019

**A RESOLUTION TO AUTHORIZE EXECUTION OF AN
AGREEMENT BETWEEN THE PENNSYLVANIA
ENVIRONMENTAL COUNCIL, INC. AND THE
TOWNSHIP OF UPPER DUBLIN FOR THE
STORMWATER MANAGEMENT BASIN RETROFIT
PROJECT AT AIDENN LAIR PARK IN UPPER DUBLIN
TOWNSHIP**

WHEREAS, the Township of Upper Dublin ("Township") has an opportunity to receive funds from the Pennsylvania Environmental Council, Inc. ("PEC") not to exceed Twenty Thousand Dollars (\$20,000.00) to be used exclusively for the construction of a PEC designed and approved stormwater management basin retrofit project at Aidenn Lair Park in the Township as part of the Wissahickon Partnership Basin Retrofit Program (the "Project"); and

WHEREAS, the Project consists of improvements to an existing stormwater management facility in Aidenn Lair Park including regrading basin areas, repair of eroded basin areas, installation of flow diversion and check dam features, modification of outlet structures, landscaping, and other associated work; and

WHEREAS, knowledge with respect to stormwater flows and the practices by which stormwater may be managed continue to be developed and improved; and

WHEREAS, the management of stormwater in the Township is a matter of great interest to both the Township and its residents; and

WHEREAS, there are numerous publicly owned stormwater management facilities within the Township, many of which are not designed and/or constructed in a manner that reflects the state of the art in stormwater management; and

WHEREAS, the Township has identified an existing stormwater management facility in Aidenn Lair Park along a tributary of Pine Run that is a relatively older facility that could better manage stormwater in the Pine Run Watershed if redesigned and reconstructed using state of the art stormwater management practices; and

WHEREAS, PEC anticipates the receipt of grant money from the Exelon Schuylkill River Heritage Grant to fund the design and construction of stormwater management facilities ("Exelon Grant"); and

WHEREAS, PEC desires to fund and support the Project to improve the Aidenn Lair Park stormwater management facility; and

WHEREAS, PEC has undertaken, at its cost, to prepare a design for the Project under the Wissahickon Watershed Stormwater Basin Retrofit Program; and

WHEREAS, PEC is willing to contribute further funding in the amount of Twenty Thousand Dollars (\$20,000.00) for the construction of the Project to improve the Aidenn Lair Park stormwater management facility contingent on the Township contributing matching funds for Project construction estimated to be Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the Township desires to improve the Aidenn Lair Park stormwater management facility to better manage stormwater in the Pine Run Watershed.

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Township agrees to support the Stormwater Management Basin Retrofit Project at Aidenn Lair Park with both a financial contribution of Twenty Thousand Dollars (\$20,000.00) and the contribution of Township personnel for Project management and execution purposes.

2. The Township approves the design for the Stormwater Management Basin Retrofit Project at Aidenn Lair Park as described by PEC letter dated October 2, 2008 and prepared by Meliora Environmental Design.

3. The Township approves the Agreement negotiated with PEC for the design, funding, and construction of the Stormwater Management Basin Retrofit Project at Aidenn Lair Park, and does hereby authorize the execution of such agreement and associated documents.

4. The President of the Board is authorized to execute for the Township the Agreement and all associated documents.

RESOLVED this 10th day of February 2009, at a public meeting of the Board of Commissioners.

Attest:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


Jules J. Mermelstein, President

RESOLUTION

NO. 09-2020

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING THE ACQUISITION OF APPROXIMATELY 1.9204 ACRES OF LAND FOR PASSIVE RECREATION AND NATURAL RESOURCE PROTECTION; SAID LAND TO BE SUBDIVIDED IN ACCORDANCE WITH A PLAN TITLED "PLAN OF MINOR SUBDIVISION LANDS OF LUKE E. AND LINDA A. BROWN" PREPARED BY METZ ENGINEERS, DATED JANUARY 23, 2009, FROM MONTGOMERY COUNTY TAX PARCEL NUMBER 54-00-01778-00-4.

WHEREAS, the Township of Upper Dublin (the "Township") has adopted a plan for open space and environmental resource protection, including the development of recreation lands, and the conservation of natural and historic resources within the Township; and

WHEREAS, the Township is authorized to acquire real estate for public purposes, including, among other things, for recreation and conservation purposes; and

WHEREAS, there is approximately 3.75 acres of land to be subdivided into two lots in accordance with a plan titled "Plan Of Minor Subdivision Lands of Luke E. and Linda A. Brown" prepared by Metz Engineers, dated January 23, 2009 (the "Plan of Minor Subdivision") from Montgomery County Tax Parcel Number 54-00-01778-00-4; and

WHEREAS, Lot 2 as identified on said Plan of Minor Subdivision would be suitable for passive recreation and conservation, and is land the Township desires to acquire for such purposes (the "Brown Tract"); and

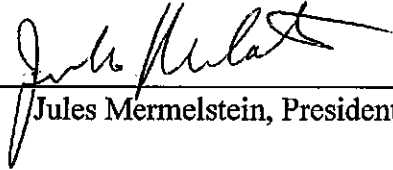
WHEREAS, the Township will pay the cost of the subdivision required for the Brown Tract.

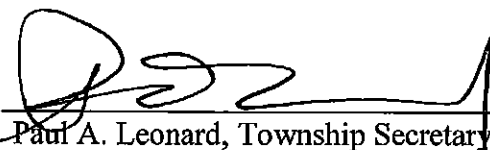
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin that the acquisition of the Brown Tract containing 1.9204 acres of vacant land set forth in accordance with the Plan of Minor Subdivision, being a portion of Montgomery County Parcel Number 54-00-01778-00-4, is hereby authorized by purchase price not to exceed Ninety-Eight Thousand Six Hundred Sixteen Dollars and Ninety-One Cents (\$98,616.91) exclusive of normal costs of closing and the costs of subdivision. 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 executing and delivering on behalf of the

Township an Agreement for the acquisition of the Premises and all other necessary actions for closing.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *10th* of *February*, 2009.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Jules Mermelstein, President

Attest: 
Paul A. Leonard, Township Secretary

RESOLUTION NO. 09-2021

**SUPPORT FOR STATE ACTION TO ENSURE PROMPT AND
FAIR PAYMENTS TO AMBULANCE COMPANIES**

WHEREAS, Pennsylvania's non-profit ambulance companies play a key role in local emergency response; and

WHEREAS, most ambulance companies fund the cost of their operations through payments for their services through insurance carriers; and

WHEREAS, it is often the case that insurance payments do not cover the full cost of the service provided; and

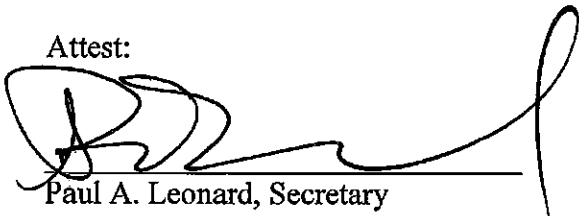
WHEREAS, many times insurance carriers pay the patient rather than the ambulance company resulting in the payment to the ambulance company being delayed or never collected; and

WHEREAS, because insurance companies control how much is paid, who gets paid and when the payment is made, many ambulance companies annually recover only a fraction of the cost of billable services, resulting in operating deficits that threaten the ability of ambulance companies to continue to provide valuable services to the public.

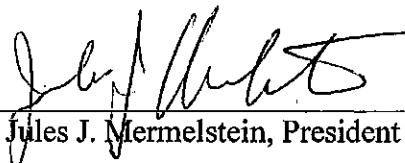
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Upper Dublin supports efforts by members of the Pennsylvania General Assembly and the Governor to ensure that insurance payments for ambulance services are fair, covering the full cost of providing emergency care, and prompt, direct payments to the ambulance company rather than the patient; and further directs the Township Manager to forward a copy of this resolution to Upper Dublin Township's state elected officials and the Governor.

ADOPTED this 10th day of February, 2009.

Attest:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President



DEP Code No.
1-46951-187-3J

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

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

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS John J. Pileggi has proposed the development of a parcel of land identified as
land developer

Maple Glen Court, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township)

(Borough) (City) of Upper Dublin hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

[Signature], Secretary, Upper Dublin
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 09-2022, adopted, February 10, 2009.

Municipal Address:

801 Loch Alsh Avenue
Fort Washington, PA 19034

Seal of
Governing Body

Telephone 215-646-1600

RESOLUTION NO. 09-2023

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR A WIDENED PORTION OF 1585 BAUMAN DRIVE**

WHEREAS, the Board of Commissioners of Upper Dublin Township received from Luke E. Brown and Linda A. Brown of 1585 Bauman Drive in Upper Dublin Township (collectively, "Grantors") a Street Deed of Dedication dated March 10, 2009 (the "Street Deed of Dedication") for a portion of a public street known as 1585 Bauman Drive (the "Street") as described according to a plan titled "Plan of Minor Subdivision, Lands of Luke E. and Linda A. Brown" prepared by Metz Engineers, dated January 23, 2009, last revised February 18, 2009, a copy of which is attached hereto as Exhibit "A" and as more particularly described by the legal description for the Right-of-Way, Lands of Luke E. and Linda A. Brown, prepared by Metz Engineers, dated March 3, 2009, a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Street Deed of Dedication so that the portion of the Street will be dedicated for public use.

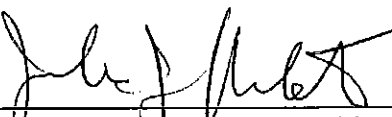
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Street Deed of Dedication offered to the Township for the portion of 1585 Bauman Drive as described by Exhibit "A" and Exhibit "B" is hereby accepted as a public street.
2. The portion of this public street as described by Exhibit "A" and Exhibit "B" shall hereafter remain on the official map of streets in the Township.

DULY adopted by the members of the Board of Commissioners of the Township of
Upper Dublin this 10th of March, 2009.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: _____


Jules Mermelstein, President

Attest: _____

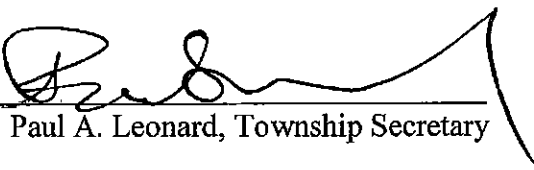

Paul A. Leonard, Township Secretary

EXHIBIT "A"

EXHIBIT "B"



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. VanItse, P.E.
James R. Rudolph, P.E., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Felder, 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

March 3, 2009

UD08.168
Upper Dublin Township

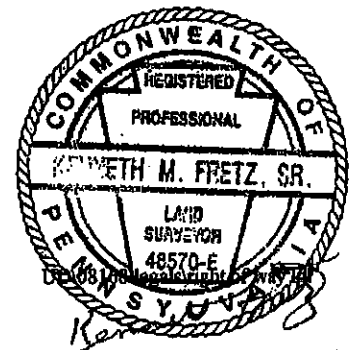
Bauman Drive Right-of-Way
lands of Luke E. & Linda A. Brown

ALL THAT CERTAIN portion of road right-of-way situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Minor Subdivision, lands of Luke E. & Linda A. Brown, prepared for Upper Dublin Township, by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated January 23, 2009 and last revised February 18, 2009, and being more fully described as follows:

BEGINNING at a point on the easterly cul-de-sac right-of-way line of Bauman Drive (50' radius), said point being in the line of lands of N/L Brian W. & Catherine H. Derbyshire (taxmap block 8C, unit 18), and being located North 47°59'00" West, 403.65 from a monument found at the corner of Lot 2 and lands of N/L Upper Dublin Township, as shown on said plan; thence, extending along the original line of lands of Luke E. & Linda A. Brown (block 8, unit 126), North 47°59'00" West, 55.14 feet to a point; thence, extending along the Bauman Drive cul-de-sac right-of-way line, on and through the said original lands of Brown, on the arc of a circle curving to the right in a southeasterly to southerly direction having a radius of 50.00 feet, the arc distance of 58.40 feet to a non-tangential point in the aforementioned original line of lands of Brown (chord bearing, South 47°59'00" East, chord distance 55.14'), said point being the point and place of beginning.

Containing ±310 Sq. Ft. of land area, be the same, more or less.

Herbert H. Metz, Inc. Since 1912



RESOLUTION

NO. 09-2024

**RESOLUTION TO APPROVE AN AGREEMENT FOR THE
INSTALLATION OF SIDEWALK AT THE TONER PROPERTY,
101-105 BETHLEHEM PIKE, FORT WASHINGTON AND FOR
THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY
ALONG PENNSYLVANIA AVENUE AND BETHLEHEM PIKE**

WHEREAS, the Board of Commissioners of Upper Dublin Township has determined that sidewalks should be installed on a parcel of ground bounded by Fort Washington Avenue, Pennsylvania Avenue and Bethlehem Pike, Fort Washington, known as 101 – 105 Bethlehem Pike (the “Toner Property”); and

WHEREAS, the Owners of the Toner Property have agreed to undertake the installation of the sidewalks; and

WHEREAS, the Township requires additional right-of-way for the sidewalk installation, which the Owners of the Toner Property have agreed to dedicate in return for compensation for the value of the easement conveyed; and

WHEREAS, the Township and the Owners of the Toner Property have set forth their agreement in writing and the Township, by this Resolution, wishes to authorize the execution of that Agreement and authorize payment for the acquisition of the required additional right-of-way.

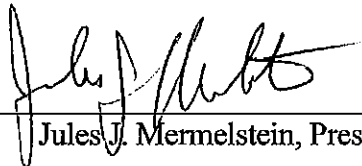
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

RESOLVED, that Upper Dublin Township compensate John P. Toner, Lawrence D. Toner and Robert J. Toner, owners of the Toner Property (hereinafter the “Owners”), in the amount of Eighteen Thousand (\$18,000.00) Dollars in return for a Deed of Dedication of additional right-of-way along the north side of Pennsylvania Avenue and along the east side of Bethlehem Pike; and that the Township Manager, on behalf of Upper Dublin Township, be authorized to execute a sidewalk installation agreement with the Owners whereby the Owners commit to expend up to Eighteen Thousand (\$18,000.00) Dollars to perform the following work at the Toner Property: replace existing sidewalk along Fort Washington


Avenue; repair curbing, replace sidewalk and install new sidewalk along Pennsylvania Avenue; and install new sidewalk, replace a concrete apron, remove concrete base and install grass plots along Bethlehem Pike, all in accordance with Township plans for this work.

RESOLVED, this 10th day of March, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President

ATTEST:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 09-2025

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

WHEREAS, BY VIRTUE OF Resolution No. 1519 adopted February 8, 1994, the Township of Upper Dublin declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, and,

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

FINANCE DEPARTMENT

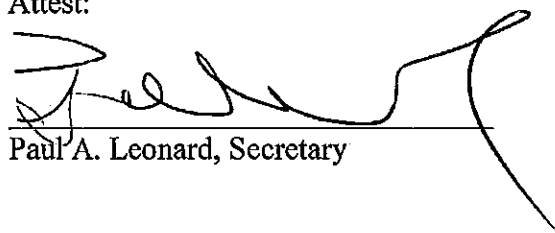
Earned Income Tax – Employer payments 2000
Earned Income Tax - Payments to Other Taxing Districts 1995
Payroll time cards – 1999 and 2000
A/P Invoices - 1999

ADOPTED this March 10, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION NO. 09- 2026

SUPPORT FOR LYME AND TICK-BORNE DISEASES PREVENTION, EDUCATION AND RESEARCH ACT OF 2009, FEDERAL BILL HR-1179

WHEREAS, Lyme disease is a common but frequently misunderstood illness that, if not caught early and treated properly, can cause serious health problems.; and

WHEREAS, If an individual with Lyme disease does not receive treatment, such individual can develop severe heart, neurological, eye, and joint problems; and

WHEREAS, The Centers for Disease Control and Prevention reported 27,444 new cases of Lyme disease in 2007, a 38 percent increase nationally from 2006. Studies indicate that the actual number of tick-borne disease cases is approximately 10 times the amount reported; and

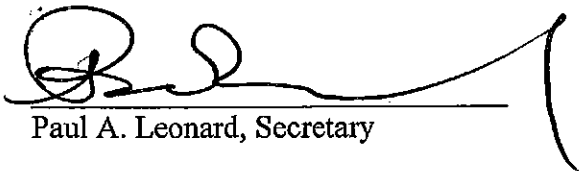
WHEREAS, According to the Centers for Disease Control and Prevention, from 1992 to 2006, the incidence of Lyme disease was highest among children aged 5 to 14 years of age; and

WHEREAS, Nearly 4,000 cases of Lyme are reported annually in Pennsylvania with 565 of those cases in Montgomery County in 2007, placing Montgomery County as having the second highest incidence of Lyme next to Chester County and 62% of reported Lyme cases in the state occur in Southeastern Pennsylvania.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Upper Dublin supports efforts by members of the House of Representatives to provide for the expansion of Federal efforts concerning the prevention, education, treatment, and research activities related to Lyme and other tick-borne diseases, including the establishment of a Tick-Borne Diseases Advisory Committee; and further directs the Township Manager to forward a copy of this resolution to Upper Dublin Township's Federal elected officials and the Governor.

ADOPTED this 10th day of March, 2009.

Attest:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President

RESOLUTION No: 09-2027

WHEREAS, UPPER DUBLIN TOWNSHIP

("Applicant") desires to undertake the following project

SUSQUEHANNA ROAD BIKE ROUTE; 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 "**Signature Page for Grant Agreement**"; and

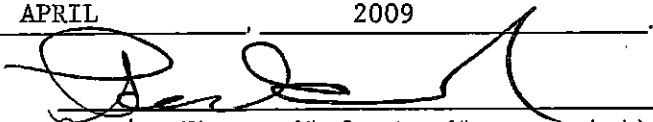
WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

1. The "**Signature Page for Grant Agreement**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of TOWNSHIP MANAGER/SECRETARY.
2. If this Official signed the "**Signature Page for Grant Agreement**" 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 "**Signature Page for Grant Agreement**", 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 TOWNSHIP 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 14th day of APRIL, 2009


Secretary (Signature of the Secretary of the governing body)
PAUL A. LEONARD, TWP. MANAGER/SECRETARY

DGNR USE ONLY

Project Number: _____

RESOLUTION

NO. 09-2028

**RESOLUTION TO APPROVE UPPER DUBLIN TOWNSHIP'S
PARTICIPATION IN THE MONTOMGERY COUNTY 2009
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Upper Dublin Township seeks to participate in the 2009 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 of 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).

1. 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

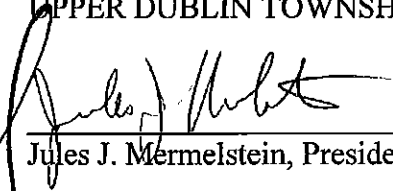
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(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 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.

ADOPTED this 14th day of April, 2009.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



Jules J. Mermelstein, President



Attest:

Paul A. Leonard, Secretary



DEP Code No.
1-46951-198-2

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

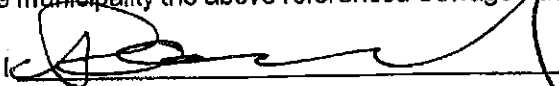
RESOLUTION OF THE COMMISSIONERS of UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Paul Brown has proposed the development of a parcel of land identified as Brown Subdivision, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

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

NOW, THEREFORE, BE IT RESOLVED that the 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 Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.


(Signature)

Secretary, Upper Dublin Township Board of Commissioners, hereby

certify that the foregoing is a true copy of the Township Resolution # 09-2029, adopted, May 12, 2009.

Municipal Address:

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

Seal of
Governing Body

RESOLUTION

No. 09-2030

RESOLUTION AUTHORIZING THE ENTRY BY THE TOWNSHIP OF UPPER DUBLIN ON TO THE PROPERTY AT 1700 THORNBURY LANE, MAPLE GLEN, UPPER DUBLIN TOWNSHIP, COUNTY OF MONTGOMERY, FOR THE PURPOSE OF MAKING STUDIES, SURVEYS, TESTS, SOUNDINGS AND APPRAISALS OF A SANITARY SEWER EASEMENT 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 property at 1700 Thornbury Lane, Maple (the "Subject Property") is assessed in the name of Rui Zhong and Xiangdong Mao and is improved with a single family residence; and

WHEREAS, properties adjacent to the Subject Property are in need of public sewers, access to which can be gained through the Subject Property; and

WHEREAS, a sanitary sewer easement is required across the Subject Property in order to provide adjacent properties with access to a public sewer; and

WHEREAS, the Township has determined that it must enter upon the Subject Property in order to make studies, surveys, tests, soundings and appraisals prior to condemnation of a sanitary sewer easement.

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 property at 1700 Thornbury Lane 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 in order to acquire a sanitary sewer easement.

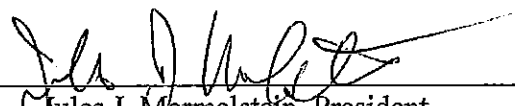
Section 2. The Township shall give no less than 10 days notice of its entry on the property by certified mail to the Property Owners at the address registered with the Board of Assessment, i.e. 1700 Thornbury Lane, Maple Glen, PA 19002.

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 Property, or any rights therein.


RESOLVED, this 12th day of May, 2009.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____


Jules J. Mermelstein, President
Board of Commissioners

ATTEST:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 09-2031

RESOLUTION TO APPOINT ASSISTANT FIRE MARSHAL

WHEREAS, the Board of Commissioners of the Township of Upper Dublin is charged with the responsibility of appointing the Fire Marshal; and

WHEREAS, Gregory R. Breyer currently serves the Township as the Fire Services Administrator and possesses the necessary certifications and training levels; and


WHEREAS, the Chief of Police and the Fire Chief of Fort Washington Fire Company No. 1 have requested the designation of an Assistant Fire Marshal to carry out the duties of the Fire Marshal in his absence or disability.

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


- (1) That Gregory R. Breyer is hereby appointed to the position of Assistant Fire Marshal.
- (2) The Assistant Fire Marshal shall report to the Township Manager and carry out the duties of Fire Marshal as established within all relevant Township, State, Fire and Building Codes.

Entered into as a Resolution this 12th day of May, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION NO. 09-2032

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A PUBLIC SIDEWALK EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received MAVERICK REALTY ASSOCIATES, LP (hereinafter "Grantor") a Deed of Dedication for a public sidewalk easement more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Land Development Plan (the "Plan") filed by or on behalf of FW TRIANGLE, LP for the development of Lots #1 and #2 out of an 8.89 acre tract adjacent to Grantor's property; conditioned upon Grantor securing and providing to the Township a public sidewalk easement along Susquehanna Road through the Grantor's property; and

WHEREAS, BET Investments, Inc., on behalf of FW Triangle, LP, has secured the public sidewalk easement, together with a temporary construction easement, from Grantor; and

WHEREAS, the easement will hereafter be improved with a public sidewalk according to Township specifications; and

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

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

1. The Deed of Dedication offered to the Township for a public sidewalk easement more fully described as set forth on Exhibit "A" is hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 9th day of June, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Jules J. Mermelstein
Jules J. Mermelstein, President

ATTEST:

Paul A. Leonard
Paul A. Leonard, Secretary/Township Manager

Exhibit A

Legal Description of the Easement



**CONTROL POINT
ASSOCIATES, INC.**

New Britain Corporate Center
1600 Manor Drive
Suite 120
Chalfont, PA 18914
215.712.9800
215.712.9802 fax
www.cpasurvey.com

April 1, 2008
Revised April 8, 2008
CP06038.01

**METES AND BOUNDS DESCRIPTION
VARIABLE WIDTH SIDEWALK & CONSTRUCTION EASEMENT
PART OF BLOCK 9, UNIT 22
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT ON THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD (A.K.A. STATE ROUTE 2017, 80 FOOT WIDE LEGAL RIGHT-OF-WAY, 80 FOOT WIDE ULTIMATE RIGHT-OF-WAY) AT ITS INTERSECTION WITH THE COMMON DIVIDING LINE BETWEEN BLOCK 9, UNIT 22, LANDS NOW OR FORMERLY DRESHER COURT REALTY, L.P. AND BLOCK 9, UNIT 13, LANDS NOW OR FORMERLY DRESHER COURT REALTY, L.P., SAID POINT BEING DISTANT 41.06 FEET ON A COURSE BEARING SOUTH 45 DEGREES 56 MINUTES 30 SECONDS EAST FROM ITS INTERSECTION WITH THE COMMON DIVIDING LINE BETWEEN BLOCK 9, UNIT 13 LANDS NOW OR FORMERLY DRESHER COURT REALTY, L.P. AND BLOCK 9, UNIT 44, LANDS NOW OR FORMERLY FW TRIANGLE RUNNING, THENCE;

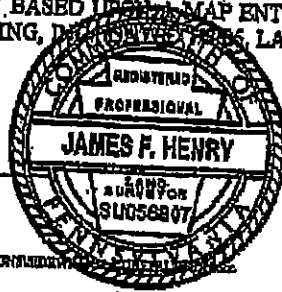
1. ALONG THE DIVIDING LINE BETWEEN BLOCK 9, UNIT 22 AND BLOCK 9, UNIT 13, NORTH 45 DEGREES 37 MINUTES 30 SECONDS EAST, A DISTANCE OF 10.60 FEET TO A POINT, THENCE;
2. ALONG A LINE THROUGH BLOCK 9, UNIT 22, SOUTH 45 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 109.53 FEET TO A POINT, THENCE;
3. ALONG THE NORTHWESTERLY REQUIRED RIGHT-OF-WAY LINE OF VIRGINIA DRIVE (60 FOOT WIDE LEGAL RIGHT-OF-WAY, 100 FOOT WIDE ULTIMATE RIGHT-OF-WAY) ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 20.94 FEET, A CHORD BEARING NORTH 73 DEGREES 36 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 20.00 FEET TO A POINT, THENCE;
4. ALONG THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD, NORTH 45 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 92.49 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,046 SQUARE FEET OR 0.024 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR BASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION PLAN, FW TRIANGLE, LP", PREPARED BY BOHLER ENGINEERING, INC. ON 11/15/06, LAST REVISED 4/8/08, REVISION # 10, FILE NO. P00-1208, SHEET 2 OF 22.

J.F.H.
JAMES F. HENRY, P.L.S.
PENNSYLVANIA PROFESSIONAL
LAND SURVEYOR NO. SU056807



4/8/08
DATE

Other Office Locations:

88 Warren, NJ
908.668.0099

88 Sterling, VA
703.904.9400

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

UPPER DUBLIN TOWNSHIP
RESOLUTION NO. 09-2033

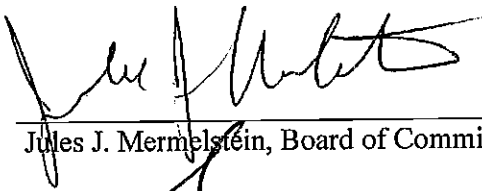
**MEMORANDUM OF UNDERSTANDING
FOR 2009 RECOVERY ACT JUSTICE ASSISTANCE GRANT APPLICATION**

WHEREAS, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has approved the submission of a joint application from the Municipality of Norristown, Conshohocken Borough, Hatboro Borough, Lansdale Borough, Pennsburg Borough, Pottstown Borough, Souderton Borough, Abington Township, Cheltenham Township, Hatfield Township, Horsham Township, Lower Merion Township, Lower Pottsgrove Township, Plymouth Township, Springfield Township, Towamencin Township, Upper Dublin Township, Upper Merion Township, Upper Moreland Township, West Norriton Township, West Pottsgrove Township, Whitmarsh Township and Whitpain Township for the 2009 Recovery Act Justice Assistance Grant Funds contingent on a resolution with the Memorandum of Understanding as Attachment A,

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

1. The Board of Commissioners hereby honors the request of the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance as outlined in the Memorandum of Understanding for the 2009 Recovery Act Justice Assistance Grant Application. The Memorandum of Understanding is attached as Attachment A.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township this the 9th day of June A.D., 2009.



Jules J. Mermelstein, Board of Commissioners, President

ATTEST:



Paul Leonard, Township Manager



MUNICIPALITY OF NORRISTOWN

A HOME RULE MUNICIPALITY

235 EAST AIRY STREET
NORRISTOWN, PENNSYLVANIA 19401-5048
(610) 272-8080

FAX:

FINANCE: (610) 270-0445
ADMINISTRATION: (610) 275-0687
PUBLIC WORKS: (610) 279-3603
PLANNING: (610) 270-2892
CODE/BLDG.: (610) 279-7548

GMS Application Number: 2009-G7669-PA-SB

Copy

COMMONWEALTH OF PENNSYLVANIA

KNOW ALL BY THESE PRESENT

COUNTY OF MONTGOMERY

**MEMORANDUM OF UNDERSTANDING
INTERLOCAL AGREEMENT
BY AND AMONG THE MUNICIPALITY OF NORRISTOWN (Norristown)
THE BOROUGH OF CONSHOHOCKEN (Conshohocken)
THE BOROUGH OF HATBORO (Hatboro)
THE BOROUGH OF LANSDALE (Lansdale)
THE BOROUGH OF PENNSBURG (Pennsburg)
THE BOROUGH OF POTTSTOWN (Pottstown)
THE BOROUGH OF SOUDERTON (Souderton)
ABINGTON TOWNSHIP (Abington)
CHELTENHAM TOWNSHIP (Cheltenham)
HATFIELD TOWNSHIP (Hatfield)
HORSHAM TOWNSHIP (Horsham)
LOWER MERION TOWNSHIP (Lower Merion)
LOWER POTTS GROVE TOWNSHIP (Lower Pottsgrove)
PLYMOUTH TOWNSHIP (Plymouth)
SPRINGFIELD TOWNSHIP (Springfield)
TOWAMENCIN TOWNSHIP (Towamencin)
UPPER DUBLIN TOWNSHIP (Upper Dublin)
UPPER MERION TOWNSHIP (Upper Merion)
UPPER MORELAND TOWNSHIP (Upper Moreland)
WEST NORRITON TOWNSHIP (West Norriton)
WEST POTTS GROVE TOWNSHIP (West Pottsgrove)
WHITEMARSH TOWNSHIP (Whitemarsh)
WHITPAIN Township (Whitpain)**

**2009 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM AWARD**

**THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered
into by and among THE MUNICIPALITY OF NORRISTOWN, 235 East Airy Street,**

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

Section 1

Provided Norristown receives a JAG award of Eight Hundred Seventy Three Thousand Two Hundred Forty Seven (\$873,247) Dollars, Norristown does hereby agree to reallocate such funds as follows:

- A. Norristown agrees to pay Conshohocken the sum of Thirteen Thousand Six Hundred Twelve (\$13,612) Dollars from the JAG funds received.
- B. Norristown agrees to pay Hatboro the sum of Twelve Thousand Five Hundred Eighty One (\$12,581) Dollars from the JAG funds received.
- C. Norristown agrees to pay Lansdale the sum of Twenty Thousand Four Hundred Eighteen (\$20,418) Dollars from the JAG funds received.
- D. Norristown agrees to pay Pennsburg the sum of Twelve Thousand Nine Hundred Ninety Four (\$12,994) Dollars from the JAG funds received.
- E. Norristown agrees to pay Pottstown the sum of One Hundred Twenty One Thousand Eight Hundred Ninety Two (\$121,892) Dollars from the JAG funds received.
- F. Norristown agrees to pay Souderton the sum of Sixteen Thousand Two hundred Ninety Three (\$16,293) Dollars from the JAG funds received.
- G. Norristown agrees to pay Abington the sum of Thirty Seven Thousand Once Hundred Twenty Four (\$37,124) Dollars from the JAG funds received.

- H. Norristown agrees to pay Cheltenham the sum of Sixty Nine Thousand Two Hundred Ninety Nine (\$69,299) Dollars from the JAG funds received.
- I. Norristown agrees to pay Hatfield the sum of Thirteen Thousand Four Hundred Six (\$13,406) Dollars from the JAG funds received.
- J. Norristown agrees to pay Horsham the sum of Ten Thousand Five Hundred Nineteen (\$10,519) Dollars from the JAG funds received.

Section 2

The parties hereto agree to use the JAG funds received as follows:

- A. Conshohocken agrees to use the Thirteen Thousand Six Hundred Twelve (\$13,612) Dollars from the JAG funds received for the purchase of equipment including cameras and associated software, and microphones.
- B. Hatboro agrees to use the Twelve Thousand Five Hundred Eighty One (\$12,581) Dollars from JAG funds received for the purchase of handguns and firearm cleaning systems.
- C. Lansdale agrees to use the Twenty Thousand Four Hundred Eighteen (\$20,418) Dollars from the JAG funds received for various equipment purchases, including cameras and radar devices, as well as tasers and rifles.
- D. Pennsburg agrees to use the Twelve Thousand Nine Hundred Ninety Four (\$12,994) Dollars from the JAG funds received for the purchase and installation of in-car laptop computers.
- E. Pottstown agrees to use the One Hundred Twenty One Thousand Eight Hundred Ninety Two (\$121,892) Dollars from the JAG funds received for the purchase of emergency vehicles.
- F. Souderton agrees to use the Sixteen Thousand Two hundred Ninety Three (\$16,293) Dollars from the JAG funds received for the purchase of thermal imaging cameras, tasers and radios.
- G. Abington agrees to use the Thirty Seven Thousand Once Hundred Twenty Four (\$37,124) Dollars from the JAG funds received for the purchase of a vehicle storage cabinet, computers and a mobile video system.
- H. Cheltenham agrees to use the Sixty Nine Thousand Two Hundred Ninety Nine (\$69,299) Dollars from the JAG funds received for the purchase of equipment, including radios and associated warranties and batteries, a camcorder, canine trailer and overtime reimbursement.
- I. Hatfield agrees to use the Thirteen Thousand Four Hundred Six (\$13,406) Dollars from the JAG funds received for the purchase of digital video equipment and software.
- J. Horsham agrees to use the Ten Thousand Five Hundred Nineteen (\$10,519) Dollars from the JAG funds received for office equipment.

- V. Whitpain agrees to use the Thirteen Thousand Six Hundred Twelve (\$13,612) Dollars from the JAG funds received for the purchase of portable radios, including software, accessories and warranties.
- W. Norristown agrees to use the Three Hundred Twelve Thousand Two Hundred Fifty Seven (\$312,257) Dollars from the JAG funds received for the purchase of vehicles, the funding of a part-time security officer, and administrative expenses associated with the grant, inclusive of a project audit.

Section 3

Nothing in the performance of this MOU shall impose any liability for claims against parties hereto, other than claims for which liability may be imposed by the Federal and State Tort Claims Act.

Section 4

Each party to this MOU shall be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party hereto.

Section 5

The parties hereto agree that this MOU is not intended for the benefit of any third party to obtain a right by virtue of this MOU.

Section 6

By entering into this MOU, the parties hereto do not intend to create any obligations, express or implied, other than those set out in this MOU; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

The obligations of the parties hereto shall be conditioned upon the receipt by Norristown of the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Award.

Section 8

The governing bodies of the parties hereto shall approve this MOU by resolution or ordinance as required by the Home Rule Charter of the Municipality of Norristown, the Borough Code of Pottstown, the First Class Township Code of Cheltenham and the provisions of the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996.

THE BOROUGH OF SOUDERTON

By: _____
Chairman

Attest: _____
Secretary

Date: _____

CHELTENHAM TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

HORSHAM TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

ABINGTON TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

HATFIELD TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

LOWER MERION TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

UPPER MORELAND TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

WEST NORRITON TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

WEST POTTS GROVE TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

WHITEMARSH TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

WHITPAIN TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

Date: _____

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO: 09-2034

A RESOLUTION Of The Upper Dublin Township Board Of Commissioners (The "Commissioners") Authorizing Upper Dublin Township (The "Township") To Request An H2O Pa Grant Under Act 63 Of 2008 From The Commonwealth Financing Authority ("CFA") To Be Used For Improvements To The Township's Stormwater Control Facilities In Order To Mitigate Flooding Within The Area Of The Fort Washington Office Park And The Pine Run And Rapp Run Watersheds, Designating The President Or The Vice President Of The Board Of Commissioners To Execute All Documents And Agreements On Behalf Of The Township With The CFA In Pursuit And Facilitation Thereof.

WHEREAS, the Township is a first class township created and existing pursuant to the First Class Township Code, 53 P.S. § 55101, et seq.; and

WHEREAS, the Township owns and maintains several existing stormwater control facilities within the Pine Run and Rapp Run watersheds in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, the Township owns property available for use as additional stormwater control facilities; 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 previously resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, has undertaken or will undertake the following actions:

Project Description

The scope of the project involves stormwater management improvements at 5 sites at various locations within Upper Dublin Township, Montgomery County, Pennsylvania.

The improvements consist of the retrofitting of three (3) existing Stormwater Management Facilities and the construction of three (3) new Stormwater Management Facilities. All project sites are located on Township owned

property and fall within either the Pine Run or the Rapp Run watersheds.

The first basin retrofit site (P-3A) includes increasing the basin footprint and storage capacity, the construction of a water quality forebay, and the planting of native vegetation. The existing basin is primarily used to attenuate the peak flows from the upstream development. The proposed expansion will provide additional storage and reduce the peak flows discharging from the basin. The proposed sediment forebay will pre-treat runoff entering the basin and will be lined with permeable block pavers to facilitate maintenance. The bottom of the basin will be planted with native, water-resistant, and drought and salt tolerant plantings that will provide highly effective pollutant and sediment removal. The second retrofit site (P-67) includes the expansion of an existing wetland. Additional high marsh wedges will be installed so that runoff will travel a longer distance through the wetland. This will increase the evapotranspiration process and reduce the volume of runoff directly discharging to Pine Run. The third retrofit site (P-77) includes the conversion and enlargement of an existing detention basin to a stormwater management wetland. The wetland will provide water quality improvement through the settlement, filtration and biological decomposition of incoming pollutants. The system will also mitigate peak flows and slightly reduce runoff volume through evapotranspiration. Vegetation will be chosen to sustain long periods of inundation based on the groundwater elevation for both wetland enhancement sites (P-67 & P-77). The planting will promote filtration of pollutants as well as provide aesthetic and wildlife benefits.

The first new Stormwater Management facility site (P-124A) is located in Mondauk Park. Construction will include a bioretention basin and a rain garden. The bioretention basin will provide peak flow attenuation. The rain garden will provide water quality improvement by filtering the runoff through the proposed vegetation. The system will retain the 2-year storm. The second site (R-124A) consists of the construction of a wet pond. The facility will provide temporary runoff storage and water quality improvement. Native planting will be proposed which promote filtration of pollutants as well as provide aesthetic and wildlife benefits.

WHEREAS, the Pennsylvania General Assembly enacted Act 63 of 2008 (the "H2O PA Act") on July 9, 2008, thereby authorizing the CFA to award grants to municipalities and municipal authorities for use in flood control projects; and

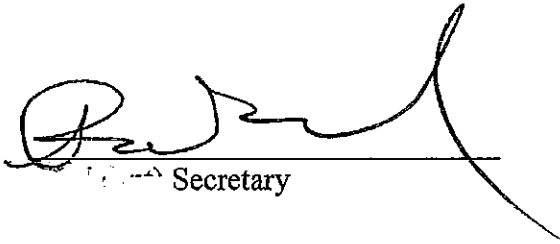
WHEREAS, the Commissioners deem it to be in the best interest of the Township to apply for a grant from the CFA under the H2O PA Act.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Upper Dublin Township Board of Commissioners:

1. The Township is hereby authorized to request a grant from the CFA under the H2O PA Act in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to be used for improvements to the Township's stormwater facilities as described in the recitals above.

2. The Township hereby designates Jules J. Mermelstein, President or Ira S. Tackel, Vice President, to execute all documents and agreements between the Township and the CFA to facilitate and assist in obtaining the requested grant.

SO RESOLVED this 14th day of July, 2009.


Secretary

UPPER DUBLIN TOWNSHIP BOARD
OF COMMISSIONERS



President

(SEAL)

CERTIFICATION

I, PAUL A. LEONARD, duly qualified Secretary of Upper Dublin Township, hereby certify that the forgoing Resolution is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners of Upper Dublin Township at a regular public meeting held on July 14, 2009, and said Resolution has been recorded in the Minutes of the Board of Commissioners of Upper Dublin Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Upper Dublin Township, this 14th day of July, 2009.


_____, Secretary
Upper Dublin Township

(SEAL)

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 09- 2035

**LAND DEVELOPMENT APPLICATION NO. U.D. 08.001 FOR
FINAL LAND DEVELOPMENT APPROVAL
FOR THE VILLAGE AT JARRETTOWN**

WHEREAS, Jarrettown Village Associates, LP ("Associates") is the owner of property located on the south side of Limekiln Pike at Jarrettown Road, Upper Dublin Township, comprising 2.21 acres, more or less; and

WHEREAS, Associates has renovated the existing 2 ½ story stone masonry building known as the Jarrettown Inn and proposes to erect a 3100 sq.ft. one story building to be occupied as a Post Office and, at a future date, to construct a 2470 sq.ft. retail building incorporating the remaining walls of a barn/stable, and to improve the property with a 74 vehicle parking lot; as shown on plans prepared by Charles E. Shoemaker, Inc. dated February 15, 2008, last revised on July 17, 2009, sheets 1 through 26, (the "Plans"), all of which are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Associates desires to obtain final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The development shall be constructed in strict accordance with the Plans, the Plan comments, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

2. The developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

3. All utilities serving the structures proposed to occupy the property shall be placed underground.

4. The developer shall comply with all conditions set forth in the review letter of the Township Engineer dated July 16, 2009, attached as Exhibit "A".

5. The developer has requested waivers as set forth below, all of which were granted as noted at Preliminary Plan approval and the remainder of which are hereby granted:

- A. Limekiln Pike has an Ultimate right-of-way of one hundred (100) feet [fifty (50) feet from centerline]. The applicant has proposed eighty (80) feet [forty (40) feet from centerline]. S.O. 212-15.B.
- B. The minimum parking space allowed is 9.5' x 19.0'. S.O. 212-17.F and I. The Applicant has proposed fifty-five 9' x 18' spaces, six 9' x 20' spaces and ten 10' x 19' spaces.
- C. An aisle width of twenty-five (25) feet is required in parking areas. S.O. 212-17.I. The Applicant has proposed twenty-four (24) feet.
- D. Concrete curbs shall be installed along each side of every residential, secondary or primary street and along every private street, access driveways and parking areas in land developments. S.O. 212-19.A. The Applicant has proposed to use Belgian block curb in the parking lot and no curb is proposed on the southeast side of the parking lot.
- E. Trees cannot be located closer than fifty (50) feet from the intersection of the curbs. S.O. 212-32.F.(1)(b)[3]. The Applicant has proposed one (1) Honeylocust

(GTI) adjacent to exit lane of driveway shown less than fifty (50) feet from the intersection of the curbs.

- F. Landscaping on Slopes – Any areas with ten (10) percent or greater slope are labeled to be planted with Ernst mix. S.O. 212-32.F.(7). The Applicant has proposed an alternate mix as set forth on the Plans.
- G. Recommended Plant List – S.O. 212-32.I. The Applicant has proposed acceptable alternatives.
- H. All topographical and physical features surrounding [one hundred (100) feet minimum is suggested] the tract must be shown. S.O. 212-43.C.(1). Applicant has asked that this requirement be waived.
- I. Site improvements encroach within the fifty (50) foot horizontal riparian corridor Buffer Area. S.M.O. 206.31.J. A waiver is granted for the encroachments shown on the Plans.
- J. Stormwater detention facilities shall include provisions to detain, for extended periods of time, runoff from the water quality design storm (one-year), twenty-four-hour rainfall event), using methodology appropriate for the drainage area under consideration and approved by the Township Engineer. S.M.O. 206-35.(B). The Applicant has proposed a 4” orifice with a 3.2 hour dewatering time.

6. The property has been the subject of three recent zoning decisions as described in Exhibit “A”, the provisions of which and the conditions attached to which are incorporated by reference, viz.:

- a. Appeal No. 1875 dated November 28, 2005,
- b. Appeal No. 1985 date July 28, 2008, and
- c. Appeal No. 2012 dated May 18, 2009.

7. Prior to receiving a certificate of occupancy for the Post Office, Associates shall submit a façade easement/preservation covenant providing for the perpetual preservation and maintenance of the Jarrettown Inn and the remaining walls of the barn/stable. The covenant shall

be in a form approved by the Township Solicitor and shall be recorded in the office of the Recorder of Deeds, Norristown.

8. Limekiln Pike shall be widened and curbing and sidewalks shall be constructed across the entire frontage of the property as provided in the Plans and in the PennDOT Highway Occupancy Permit. No occupancy permit for the Post Office will be issued if this work is not fully completed.

9. No building permit for the Post Office will be issued until the Architectural Plans for the design and appearance of the building have been submitted to and approved by an architect hired by the Upper Dublin Township.

10. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the applicant and shall be at no cost to the Township.

11. The Plans contain reference to a future retail building to be constructed adjacent to the walls of the barn/stable. No approval is given for the construction of that building. If and when construction is proposed, an amended development plan may be required, a supplemental development plan will be required as will additional security, and architectural plans complying with the Zoning Code must be submitted and approved by the Township's architect. The building area of this future retail building is limited to 2,470 S.F.. Actual construction of the retail building must commence before May 18, 2012.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension

is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

13. Associates shall install an emergency access gate incorporating a pedestrian door along the rear property line at the access easement to Catlin Way. The Township will design the gate subject to the approval of Associates, the Upper Dublin Township Fire Marshall and the Township Engineer.

14. Associates has requested and the Board of Commissioners hereby grants a deferral of the installation of the bike path striping and signage shown on the plans. Associates, its successors and assigns shall install these improvements in the future upon request of the Board of Commissioners.

Approved by the Board of Commissioners of Upper Dublin Township this 11th day of August, 2009.

UPPER DUBLIN TOWNSHIP

BY:



JULES J. MERMELSTEIN, President

Attest:



PAUL A. LEONARD, Secretary

g:\subdevelopment\curdown\lan
8/11/09

EXHIBIT "A"



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

July 16, 2009

Board of Commissioners
 Upper Dublin Township
 801 Loch Alsh Avenue
 Ft. Washington, PA 19034

**RE: Final Land Development Review
 UD08.001 – The Village at Jarrettown Inn**

Dear Members of the Board:

We have reviewed the Land Development Plan Set received June 15, 2009 (supplemented by a re-submittal on July 15, 2009), as prepared by Charles E. Shoemaker, Inc. with regard to Chapter 212 – Upper Dublin Township Subdivision and Land Development Ordinance, Chapter 255 – Upper Dublin Township Zoning Ordinance, Chapter 206 – Upper Dublin Township Stormwater Management Ordinance, Chapter 99 – Upper Dublin Grading Ordinance, Upper Dublin Township Engineering and Construction Standards and Improvements Procedures (ECSIP) and principles of currently accepted engineering practice. The ninety (90) day review requirement ends on October 19, 2009.

The Board of Commissioners granted preliminary approval with conditions at their June 9, 2009 meeting.

The following comments are offered for your consideration:

Plans Submitted:

Dwg. No.	Description	Date	Last Revision
1 of 26	Cover Sheet	02-15-08	07-14-09
2 of 26	Existing Features Plan	02-15-08	07-14-09
3 of 26	Demolition Plan	02-15-08	07-14-09
4 of 26	Existing Tree Location Plan	08-15-08	07-14-09
5 of 26	Land Development Plan	02-15-08	07-14-09
6 of 26	Grading & Utility Plan	02-15-08	07-14-09
7 of 26	Erosion Control Plan	02-15-08	07-14-09
8 of 26	Post-Construction SWM Plan	03-14-08	07-14-09
9 of 26	Limekiln Pike Plan and Profile	04-30-09	07-14-09
10 of 26	Limekiln Pike Plan and Profile	04-30-09	07-14-09
11 of 26	Storm Sewer Profiles	02-15-08	07-14-09

Herbert H. Metz, Inc. Since 1912

12 of 26	Erosion Control Details	02-15-08	07-14-09
13 of 26	Erosion Control Details	02-15-08	07-14-09
14 of 26	Construction Details	02-15-08	07-14-09
14A of 26	Construction Details	07-14-09	-
15 of 26	Construction Details (PennDOT)	04-30-09	07-14-09
16 of 17	Construction Details (PennDOT)	05-29-09	07-14-09
17 of 17	Construction Details (PennDOT)	05-29-09	07-14-09
18 of 26	Storm Sewer Details	02-15-08	07-14-09
19 of 26	Storm Sewer Details	08-15-08	07-14-09
20 of 26	Storm Sewer Details	02-15-08	07-14-09
21 of 26	Pavement Marking Plan	05-29-09	07-14-09
22 of 26	Intersection Detail Plan	04-30-09	07-14-09
23 of 26	Limekiln Pike – Cross Sections	05-29-09	07-14-09
24 of 26*	Landscape and Lighting Plan	02-15-08	07-14-09
25 of 26*	Landscape Details	02-15-08	07-14-09
26 of 26*	Lighting Plan	08-14-08	07-14-09
1 of 2	Existing Drainage Area Plan	02-15-08	06-12-09
2 of 2	Proposed Drainage Area Plan	02-15-08	06-12-09

*Prepared by Van Cleef Engineering Associates

Reports Included with this Submission

Stormwater Management and Erosion Control Narrative of “The Village at Jarrettown Inn” dated February 15, 2008, last revised June 12, 2009.

100-year Floodplain Determination of Rapp Run through Lands of: The Village at Jarrettown Inn (Formerly Known As: Jarrettown Hotel and Restaurant) dated February 15, 2008, last revised August 15, 2008.

Description of Proposed Development

The owners of the Jarrettown Inn property have renovated the existing 2½ story stone masonry Restaurant. One (1) new building is proposed for a 3,100 SF, one-story Post Office and the existing barn/stable is to be modified to a 2,470 SF Retail Building by removing the rear portion of the building. A new parking lot for seventy-four (74) vehicles is proposed. “Future” sidewalk is indicated along Limekiln Pike. All aspects of building architecture, site lighting and landscaping must comply with Historical intent of the Jarrettown Village District.

This property was the subject of Zoning Hearing Board Order No. 1875, dated November 28, 2005, which granted **variances** to Z. O. 255-135C (reduction of required parking for a parking lot configuration different than currently proposed) and Z.O. 255-240B (front yard reduction). Also, as per Zoning Hearing Board Order No. 1985, dated July 28, 2008, **variances** were granted

from: Section 255-240.A, to provide for a reduction in the Ultimate right-of-way to forty (40) feet in front of the existing historic buildings; Section 255-241.B.1 as to proposed pedestrian access; Section 255-241.D.2 to eliminate the construction of a “bumpout” into Limekiln Pike; Section 255-241.D.3 and F.2 to eliminate the requirement to install a crosswalk across Limekiln Pike with the different surface than the existing road surface; Section 255-135 to permit eleven (11) parking spaces to be unpaved for a temporary period. Conditional **variances** were granted from Section 255-241.D.3 and F.2 specifically conditioned upon the requirement that the Applicant undertake to determine whether the handicapped access ramps for the crossing of the road at the intersection where the site is located are in compliance with current design standards and undertake to cure any deficiency as to such handicapped ramps to bring them into compliance with applicable design standards.

This property was the subject of a third Zoning Hearing Board Order (No. 2012) dated May 18, 2009. Order No. 2012 which stated:

1. The request for the **variance** from Section 255-238.A.2 as to the requirement for the preservation of the northeast and northwest facades of the Barn is granted with the following conditions:
 - a. The Applicant shall stabilize and fill in gaps in the remaining portions of the stonewalls of such facades in accordance with the sketch plan submitted into evidence and as described by its witness, Sarina Rose; and
 - b. The Applicant shall landscape such preserved walls appropriately on both the interior and exterior; and
 - c. The Applicant shall erect an interpretative plaque, on the site with the wording to be approved by the Township providing a depiction of the Barn in its historic context; and
 - d. Reconstruction of the Barn shall be permitted on the existing footprint, with the existing nonconforming setbacks; provided that such reconstruction shall not exceed 2,470 square feet, shall be commenced within three (3) years of the date hereof (5/18/12), and shall replicate, as far as reasonably possible the prior historic appearance of the Barn; and
 - e. For all purposes related to zoning and land development approvals as to the Property, except the reconstruction of the Barn, all dimensional requirements shall be calculated as though the Barn existed and had a building area of 2,470 square feet; and
 - f. The post office structure may be constructed as a single building, limited to the building area and floor area shown on the development plan currently under consideration and for office use only.

2. The request for a **variance** under Section 255-161.E for the installation of an outfall and rip-rap in the horizontal buffer area is granted; subject to the condition that the Applicant provide information and specifications satisfactory to the Township

Engineer showing the stabilization of the steep slope between endwall #1 and the outlet structure and obtain any necessary approvals for the same.

3. The request for a **variance** to defer construction of a portion of the sidewalk to some future date is denied, since the Board believes that such deferral does not require a variance and is vested in the sound discretion of the Board of Commissioners under the land development process and the ordinances of the Township
4. The request for the interpretation that 74 parking spaces satisfies the zoning requirements is denied since, while the existing plans would only require 68 parking spaces, such final parking requirement is dependent upon the final plans that are under review.

Zoning Ordinance – Chapter 255

1. A **variance** has been granted for construction in the horizontal buffer area at the Rapp Run. Z.O. 255-161.E.
2. The barn/stable on this property was recently demolished. Since this historical resource was specifically mentioned in the Applicability Section of the Jarrettown Village District, this demolition removes this site from the Overlay District and it reverts to the underlying Zoning District. Z.O. 255-238. The Zoning Hearing Board granted a conditional **variance** in Order No. 2012.
3. The Ultimate right-of-way for Limekiln Pike is one hundred (100) feet. Eighty (80) feet is shown. Z.O. 255-240.A. A **variance** has been granted from this requirement.
4. The Township Code Enforcement Officer must review the provisions of Z.O. 255-241.B (Building Design) and C (Signs).
5. The Applicant is required to comply with the provisions of Z.O. 255-241.D.1-4:
 - A. Sidewalks shall be constructed along all street frontages and across major access driveways. The Zoning Hearing Board denied this **variance** request in Order No. 2012.
 - B. Pedestrian crosswalks require curb “bump outs”. A **variance** has been granted from this requirement.
 - C. Crosswalks to utilize differentiated material, color and texture from cartway and appropriate signage. (Limekiln Pike) A **variance** has been granted from this requirement.

6. Crosswalks at all public intersections shall be installed using stamped concrete or some other construction materials to differentiate them from the road and drive aisles. Z.O. 255-241.F.(2). A **variance** has been granted from this requirement for Limekiln Pike.
7. **Architectural Characteristics:** The Applicant shall submit drawings with the application to demonstrate compliance with the standards, including building elevations, colored renderings and signage. Z.O. 255-242.B
8. **Preservation of Historic Resource:** The Applicant shall submit with its application for Land Development a form of façade easement/preservation covenant providing for the historic resource and the façade of any contributing resource on the property to be preserved in perpetuity. The Board of Commissioners may approve the Land Development Plan subject to alterations in the form of the easement or covenant, the final form of which shall be subject to the approval of the Township Solicitor. The Final Land Development Plan and the easement or covenant shall be recorded at the same time with the Recorder of Deeds, Norristown, PA. Z.O. 255-242.E

Subdivision Ordinance – Chapter 212

1. The following **waivers** were granted at Preliminary Plan Approval:
 - A. Limekiln Pike has an Ultimate right-of-way of one hundred (100) feet [fifty (50) feet from centerline]. The applicant has proposed eighty (80) feet [forty (40) feet from centerline]. S.O. 212-15.B.
 - B. The minimum parking space allowed is 9.5' x 19.0'. S.O. 212-17.F and I. The Applicant has proposed fifty-five 9' x 18' spaces, six 9' x 20' spaces and ten 10' x 19' spaces.
 - C. An aisle width of twenty-five (25) feet is required in parking areas. S.O. 212-17.I. The Applicant has proposed twenty-four (24) feet.
 - D. Concrete curbs shall be installed along each side of every residential, secondary or primary street and along every private street, access driveways and parking areas in land developments. S.O. 212-19.A. The Applicant has proposed to use Belgian block curb in the parking lot and no curb is proposed on the southeast side of the parking lot.
 - E. Trees cannot be located closer than fifty (50) feet from the intersection of the curbs. S.O. 212-32.F.(1)(b)[3]. The Applicant has proposed one (1) Honeylocust (GTI) adjacent to exit lane of driveway shown less than fifty (50) feet from the intersection of the curbs.

- F. Landscaping on Slopes – Any areas with ten (10) percent or greater slope are labeled to be planted with Ernst mix. S.O. 212-32.F.(7). The Applicant has proposed an alternate mix.
 - G. Recommended Plant List – S.O. 212-32.I. The Applicant has proposed acceptable alternatives.
 - H. All topographical and physical features surrounding [one hundred (100) feet minimum is suggested] the tract must be shown. S.O. 212-43.C.(1).
 - I. Site improvements encroach within the fifty (50) foot horizontal riparian corridor Buffer Area. S.M.O. 206.31.J.
 - J. Stormwater detention facilities shall include provisions to detain, for extended periods of time, runoff from the water quality design storm (one-year), twenty-four-hour rainfall event), using methodology appropriate for the drainage area under consideration and approved by the Township Engineer. S.M.O. 206-35.(B). The Applicant has proposed a 4” orifice with a 3.2 hour dewatering time.
- 2. Proposed retaining walls must be designed and submitted for review prior to final approval. S.O. 212-23.B.(2)
 - 3. The Applicant has submitted a Highway Occupancy Permit Application to PennDOT and must supply this office with a review letter and/or permit. S.O. 212-25 and S.O. 212-43.D.(10).
 - 4. Landscape Comments per Chapter 212-32:
 - A. Section B – General Landscape Requirements
 - B.(4) The Registered Landscape Architect who prepared this Plan is noted. The Final Plan will require a seal and signature.
 - B.(9) The developer or landowner must deposit with the Township a sum of money in the form of cash, certified check, Letter of Credit or bond equal to a minimum of fifteen (15) percent of the total landscape cost. This requirement must be met once the Plan is finalized and the required Cost Estimate is provided per Section E.(1)(p).
 - B. Other
 - 1. The stockade gate detailed by the Township Landscape Consultant must be shown on the plan.

2. The Township and the Applicant will pursue a sidewalk solution and funding for the area between this project and Broad Street. A decision on the “man door” and fenced pedestrian access to Catlin Way has been **deferred** to final plan.
3. The Applicant, Township Landscape Consultant and Catlin Way neighbors will continue to discuss improvements to the Buffer. Any revised buffer design must be completed prior to the Final Plan Approval.
5. Legal Descriptions/Geometric Closures are required for easements, area of dedication and total tract prior to Final Approval. S.O. 212-33
6. Owner/developer must comply with the provisions of Article VII – Improvement Construction Requirements, Subdivision Ordinance Section 212-49 by providing a proper guarantee for the construction of all requirement improvements referenced herein shown on the approved plans or within conditions of permits and approvals of the applicable regulatory agencies. Provide all required cost estimates, legal descriptions, permits and approvals for review prior to final approval.
7. Owner/developer must comply with the provision of Article VII Sections 212, 50 through 55, inclusive regarding release from liability, public utilities and laterals, inspections, modifications, fees and costs and conditions of acceptance.
8. Review of the Acknowledgements by the Township Solicitor’s office must be secured. Copies of the Record Plan, Deeds of Record and Agreements of Sale must be forwarded to Gilbert P. High, Jr., Esquire, Township Solicitor, for review.

General Comments

1. An enlarged detail has been prepared to provide information at the Limekiln Pike culvert sidewalk. The following information must be provided on Sheet 16:
 - A. Sidewalk slope in Section A-A and Typical Wall Detail.
 - B. Dowels/expansion joint information.
 - C. Detail of chain link fence/wall connection.
 - D. Minimum cover over footing in Typical Wall Detail.
 - E. The plan must note that the Guide Rail is to remain and the joint around post(s) specified.

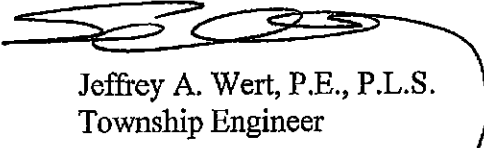
- F. The Applicant must comply with the Cowan Associates, Inc. letter of June 29, 2009.
2. Limekiln Pike is a secondary bike route on the Township's Bicycle Route Map. The Limekiln Pike sidewalk has been widened to six (6) feet to accommodate pedestrians and bicycles (except at the culvert). We recommend the applicant request a **deferral** for striping and signage.
 3. The Landscaping Plan (Sheet 24) has not been updated to show the sanitary lateral revision.
 4. The applicant shall revise the existing easement for access through the site to the satisfaction of the Township Solicitor.

Permits, Reviews and Approvals:

1. Upper Dublin Township Public Works Department review.
2. Upper Dublin Township Parks and Recreation Department review.
3. Upper Dublin Township Environmental Protection Advisory Board review.
4. Upper Dublin Township Planning Commission review.
5. Upper Dublin Township Shade Tree Commission review and approval.
6. Upper Dublin Township Planner – Liz Rogan, AICP.
7. Upper Dublin Township Fire Marshal.
8. Upper Dublin Township Traffic Engineer – Orth-Rodgers.
9. Upper Dublin Township Historical Committee.
10. Bucks County Water & Sewer Authority - Sewer Permits, Fees and Agreements.
11. Water connection agreements, fees and commitment letter.
12. Montgomery County Planning Commission review.
13. Montgomery County Conservation District.
 - a. Erosion and Sediment Control Plan Approval.
 - b. NPDES Permit for earth disturbance.
14. PADEP.
 - a. Planning Modules.
 - b. General Permits.
15. PennDOT Highway Occupancy Permit.
16. Pennsylvania Historic and Museum Commission

Please call with any questions regarding this review.

Very truly yours,


Jeffrey A. Wert, P.E., P.L.S.
Township Engineer

Page 9 of 9
Board of Commissioners
UD08.001 – The Village at Jarrettown Inn
July 16, 2009

JAW/jrr/jmz

cc: Paul A. Leonard, Upper Dublin Township Manager, via Email
Richard D. Barton, UDT Code Enforcement Director, via Email
Dan Supplee, UDT Public Works Operations Director, via Email
Jerry Smith, UDT Public Works Administrator, via Email
Gilbert P. High, Jr., Esquire, Township Solicitor, via Email
Liz Rogan, AICP, UDT Planner, via Email
LandConcepts Group, Richard Collier, Jr., P.P., AICP, via Email
Chief Terry Thompson, Upper Dublin Township Police Department, via Email
Tim Schuck, Upper Dublin Township Fire Marshal, via Email
Officer David Wolfgang, UDT Police Department, via wolfgangd@upperdublin.net
Environmental Protection Advisory Board, via Email
Planning Commission, via Email
Shade Tree Commission, via Email
Bucks County Water & Sewer Authority, Glen Argue, via Email
Montgomery County Planning Commission, Kevin Chavous, via Email
Orth-Rodgers & Associates, Inc., Adrienne Eiss, via Email
Jarrettown Village Associates, LP, Applicant via Email mariomele@aol.com
Charles E. Shoemaker, Inc., Applicant's Engr., via rstoneback@ceshoemaker.com
Samuel D. Costanzo, P.E., Van Cleef Engineering Associates, via scostanzo@vcea.org

RESOLUTION
NO. 09-2036

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING THE ACQUISITION OF A CONSERVATION EASEMENT AND RESTRICTIVE COVENANT OVER A PROPERTY CONSISTING OF APPROXIMATELY 115 ACRES SITUATE AT 1600 SOUTH LIMEKILN PIKE AND IDENTIFIED AS MONTGOMERY COUNTY TAX PARCEL NUMBER 54-00-09961-00-2 FOR PROTECTION OF OPEN SPACE AND NATURAL AND HISTORIC RESOURCE RESOURCES.

WHEREAS, the Township of Upper Dublin (the "Township") has adopted a plan for open space and environmental resource protection, including the development of recreation lands, and the conservation of natural and historic resources within the Township; and

WHEREAS, the Township is authorized to acquire interests in real estate for public purposes, including, among other things, for conservation and open space purposes; and

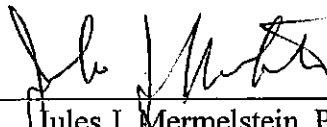
WHEREAS, a relatively undeveloped property exists in the Township situate at 1600 South Limekiln Pike consisting of approximately 115 acres of land and identified as Montgomery County Tax Parcel Number 54-00-09961-00-2 ("the Property") that includes historic and natural resources and which is currently used as a golf course; and

WHEREAS, the Township desires to acquire a Conservation Easement and Restrictive Covenant (the "Conservation Easement") over the Property for the purposes set forth in the Township Open Space and Environmental Resource Protection Plan, and to protect the historic and natural resources on the Property, and to preserve the open character of the Property for the benefit of the public welfare.

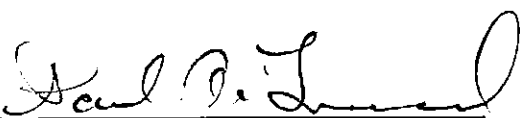
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin that the acquisition of the subject Conservation Easement over the property situated at 1600 South Limekiln Pike consisting of approximately 115 acres of land and identified as Montgomery County Tax Parcel Number 54-00-09961-00-2 is hereby authorized, at an acquisition price not to exceed \$2,250,000.00 (exclusive of normal costs of closing), and that 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 negotiating, executing and delivering on behalf of the Township an agreement and associated documents for the acquisition of the Conservation Easement by recorded document and all other necessary actions for closing.

DULY adopted by the Board of Commissioners of the Township of Upper Dublin this 8th day of September, 2009.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 

Jules J. Mermelstein, President

Attest: 

Paul A. Leonard, Township Secretary

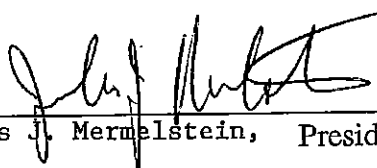
RESOLUTION NO. 09-2037

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


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

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No.5 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 8th day of September, 2009 at a regular stated meeting of the Board of Commissioners.

By: 

Jules J. Mermelstein, President

Attest: 

Paul A. Leonard, Secretary

AMENDMENT NO. 5

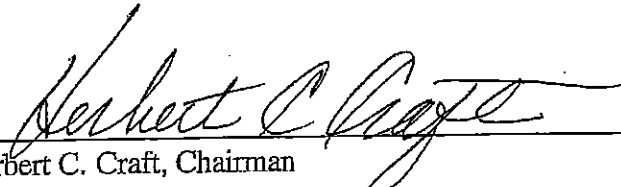
RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

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 regulation:

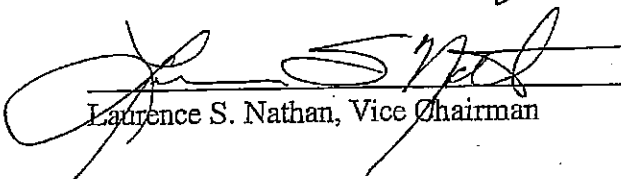
1. Article VII. Examination Process, Section 705. Ineligibility for Future Examination for One (1) Year, presently providing that "If any applicant fails to obtain a passing grade in any examination, he shall not be eligible for a subsequent examination for any position in the Police Department for a period of one (1) year," shall be deleted in its entirety and Section 705 reserved for future use as follows:

705. Reserved.

Approved by a majority of the Commission this 5th day of August, 2009 at a special meeting of the Commission:

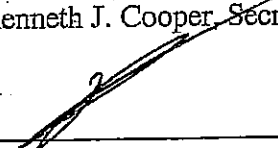


Herbert C. Craft, Chairman



Laurence S. Nathan, Vice Chairman

Kenneth J. Cooper, Secretary



David F. Levy, Alternate Member

Frances F. Biedlingmaier, Alternate Member

RESOLUTION NO. 09-2038

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A UTILITY EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from CUMBERLAND FARMS, INC., 100 Crossing Blvd, Framingham, MA 01702 (hereinafter "Grantor") a Deed of Dedication for a utility easement dated August 6, 2009, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, on May 8, 2001, the Board of Commissioners conditionally approved a land development plan filed by or on behalf of Grantor showing the utility easement, said plan having been prepared by Bohler Engineering, Inc., North Wales, PA and dated June 7, 2000, last revised on January 30, 2009, bearing Job No. P00-1070 consisting of sheets numbered one through fourteen (hereinafter referred to as the "Final Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication so that the utility easement is available for public use.

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

1. The Deed of Dedication offered to the Township for a utility easement as shown by Exhibit "A" is hereby accepted.

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

RESOLVED, this 8th day of September, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Jules J. Mermelstein
Jules J. Mermelstein, President

ATTEST:

Paul A. Leonard

Paul A. Leonard, Secretary/Township Manager

EXHIBIT "A"

Deed of Dedication

Utility Easement

DEED OF DEDICATION
FOR UTILITY EASEMENT OFFERED BY DEVELOPER,
CUMBERLAND FARMS, INC.

THIS INDENTURE made this 10th day of August, 2009, between **CUMBERLAND FARMS, INC.**, 100 Crossing Blvd, Framingham, MA 01702 (hereinafter referred to as the "Grantor") and **UPPER DUBLIN TOWNSHIP**, 801 Loch Alsh Avenue, Fort Washington, PA 19034, (hereinafter referred to as the "Grantee" or the "Township").

WHEREAS, Grantor represents and warrants that it is the owner of a certain parcel of ground situate at 1713 N. Limekiln Pike at the intersection of Susquehanna Road, Dresher, Montgomery County, Pennsylvania, which parcel of real estate is referred to as Montgomery County Tax Parcel No. 54-00-10273-005 (hereinafter referred to as the "Site"); and

WHEREAS, Grantor has presented a final land development plan that was conditionally approved by the Board of Commissioners of Upper Dublin Township on May 8, 2001, said plan having been prepared by Bohler Engineering, Inc., North Wales, PA and dated June 7, 2000, last revised on January 30, 2009, bearing Job No. P00-1070 consisting of sheets numbered one through fourteen (hereinafter referred to as the "Final Plan"); and

WHEREAS, Grantor agrees to develop the Site for use as a convenience store and gasoline service station pursuant to the conditions and obligations set forth in the Final Plan as approved by the Board of Commissioners of Upper Dublin Township on May 8, 2001 and the

a sanitary sewer system, including the right to construct, maintain and repair the same in the lands hereinabove described and any such utilities hereinafter constructed in the said easements and to cause others to construct, maintain and repair such utilities together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid, provided that upon completion of any work, Grantee shall reasonably repair and restore landscaping that does not obstruct or interfere with the purposes of the easements;

AND the Grantor, for it and its successors and assigns by these presents does covenant, promise and agree to and with the 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 Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction, maintenance or repair of said utilities as now established or to be established by the Grantee, and if such utilities shall not be established at the date of these presents that neither the Grantor, nor its successors or assigns, shall at any time hereafter ask, demand, recover or receive any such damage by reason of the construction, maintenance or repairs of said utilities to conform to the codes and regulations thereafter established or confirmed by the Township of Upper Dublin;

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

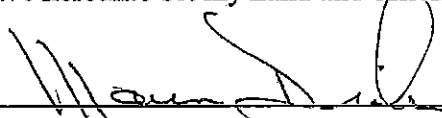
COMMONWEALTH OF MASSACHUSETTS :

: SS

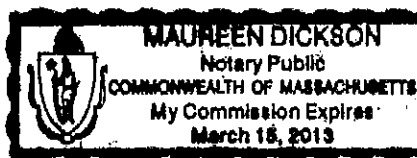
COUNTY OF MIDDLESEX :

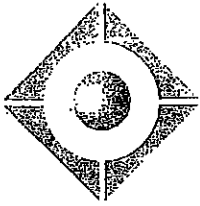
On this the 6th day of August, 2009, before me, a Notary Public in and for the Commonwealth of Massachusetts, the undersigned officer, appeared Mark L. Russell, who acknowledged to be the Director of Real Estate Administration of Cumberland Farms, Inc., and that as said Director of Real Estate Administration he being authorized to do so, executed the foregoing for the purposes therein contained by signing the name of the corporation by himself as Director of Real Estate Administration.

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



Maureen Dickson Notary Public
My commission expires: March 15, 2013





**CONTROL POINT
ASSOCIATES, INC.**

New Britain Corporate Center
1600 Manor Drive, Suite 120
Chalfont, PA 18914
215.712.9800 tel
215.712.9802 fax

35 Technology Drive
Warren, NJ 07059
908.668.0099 tel
908.668.9595 fax
www.cpasurvey.com

February 2, 2009
CP00061

**METES AND BOUNDS DESCRIPTION
PROPOSED 20 FOOT WIDE UTILITY EASEMENT
PART OF UNIT 17, BLOCK 9
LANDS NOW OR FORMERLY CUMBERLAND FARMS, INC.
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

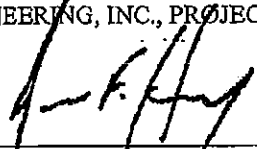
BEGINNING AT A POINT ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PEG STREET (A.K.A. DRESHERTOWN ROAD, A.K.A. PEG ROAD, 33 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING DISTANT 36.96 FEET ON A COURSE OF NORTH 70 DEGREES 16 MINUTES 00 SECONDS EAST FROM THE INTERSECTION OF THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PEG STREET WITH THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD (A.K.A. L.R. 46101, A.K.A. S.R. 2017, VARIABLE WIDTH RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

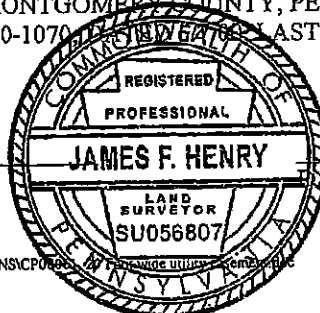
1. ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PEG STREET, NORTH 70 DEGREES 16 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT, THENCE;
2. ALONG A LINE THROUGH UNIT 17, BLOCK 9, SOUTH 20 DEGREES 32 MINUTES 16 SECONDS EAST, A DISTANCE OF 100.82 FEET TO A POINT ON THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD, THENCE;
3. ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD, NORTH 49 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.91 FEET TO A POINT, THENCE;
4. ALONG A LINE THROUGH UNIT 17, BLOCK 9, NORTH 20 DEGREES 32 MINUTES 16 SECONDS WEST, A DISTANCE OF 65.42 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,662 SQUARE FEET OR 0.038 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL LAND DEVELOPMENT PLAN, CUMBERLAND FARMS, INC., PROPOSED GASOLINE STATION, 1713 LIMEKILN PIKE & SUSQUEHANNA ROAD, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P00-1070, LAST REVISED 1/30/2009.


JAMES F. HENRY, P.L.S.
PENNSYLVANIA PROFESSIONAL
LAND SURVEYOR NO. SU056807



2/2/2009

S:\001Cp00061\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\CP00061

RESOLUTION NO. 09-2039

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A PUBLIC SIDEWALK EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from CUMBERLAND FARMS, INC., 100 Crossing Blvd, Framingham, MA 01702 (hereinafter "Grantor") a Deed of Dedication for a public sidewalk easement dated August 6, 2009, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, on May 8, 2001, the Board of Commissioners conditionally approved a land development plan filed by or on behalf of Grantor showing the sidewalk easement, said plan having been prepared by Bohler Engineering, Inc., North Wales, PA and dated June 7, 2000, last revised on January 30, 2009, bearing Job No. P00-1070 consisting of sheets numbered one through fourteen (hereinafter referred to as the "Final Plan"); and

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

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

1. The Deed of Dedication offered to the Township for a public sidewalk easement as shown by Exhibit "A" is hereby accepted.

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

RESOLVED, this 8th day of September, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLI

By: Jules J. Mermelstein
Jules J. Mermelstein, President

ATTEST:

Paul A. Leonard
Paul A. Leonard, Secretary/Township Manager

EXHIBIT "A"

Deed of Dedication

Permanent Sidewalk Easement

**DEED OF DEDICATION
PERMANENT SIDEWALK EASEMENT**

THIS INDENTURE made the 10th day of August, 2009, **BETWEEN**
CUMBERLAND FARMS, INC., 100 Crossing Blvd, Framingham, MA 01702 (hereinafter
referred to as the "Grantor") and **UPPER DUBLIN TOWNSHIP**, 801 Loch Alsh Avenue, Fort
Washington, PA 19034, (hereinafter referred to as the "Grantee" or the "Township").

WHEREAS, Grantor represents and warrants that it is the owner of a certain parcel of
ground situate at 1713 N. Limekiln Pike at the intersection of Susquehanna Road, Dresher,
Montgomery County, Pennsylvania, which parcel of real estate is referred to as Montgomery
County Tax Parcel No. 54-00-10273-005 (hereinafter referred to as the "Site"); and


WHEREAS, Grantor has presented a final land development plan that was conditionally
approved by the Board of Commissioners of Upper Dublin Township on May 8, 2001, said plan
having been prepared by Bohler Engineering, Inc., North Wales, PA and dated June 7, 2000, last
revised on January 30, 2009, bearing Job No. P00-1070 consisting of sheets numbered one
through fourteen (hereinafter referred to as the "Final Plan"); and

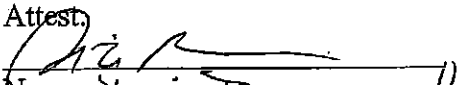
WHEREAS, Grantor agrees to develop the Site for use as a convenience store and
gasoline service station pursuant to the conditions and obligations set forth in the Final Plan as
approved by the Board of Commissioners of Upper Dublin Township on May 8, 2001 and the
terms and conditions of the conditional use approval of the Board of Commissioners set forth in
its Memorandum Findings of Fact, Opinion and Order dated February 13, 2001 (hereinafter
referred to as the "Project"); and

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

IN WITNESS WHEREOF the Grantor has hereunto caused these presents to be executed and dated the day and year first above written.

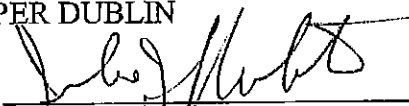
CUMBERLAND FARMS, INC.

By: 
Name: Mark L. Russell
Title: Director of Real Estate
Administration

Attest:

Name: Diane Boissonneault
Title: Asst Secretary

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin the 8th day of September A.D. 2009.

COMMISSIONERS OF TOWNSHIP OF
UPPER DUBLIN

By: 
Jules J. Mermelstein, President


Attest:

Paul A. Leonard, Secretary/Township Manager

Exhibit "A"

Metes and Bounds Description



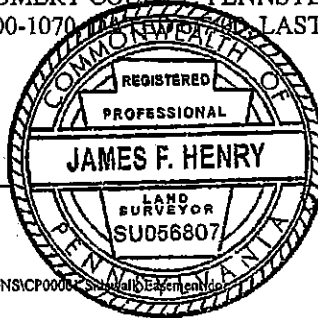
THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF SUSQUEHANNA ROAD:

- 9. ALONG A NON-TANGENT ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 10 MINUTES 51 SECONDS, AN ARC LENGTH OF 37.98 FEET, A CHORD BEARING NORTH 62 DEGREES 56 MINUTES 01 SECOND WEST, A CHORD DISTANCE OF 37.70 FEET TO A POINT, THENCE;
- 10. SOUTH 39 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 1.00 FEET TO A POINT, THENCE;
- 11. NORTH 50 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 108.20 FEET TO A POINT, THENCE;
- 12. SOUTH 84 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 1.41 FEET TO A POINT, THENCE;
- 13. NORTH 49 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 165.27 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 6,774 FEET OR 0.156 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL LAND DEVELOPMENT PLAN, CUMBERLAND FARMS, INC., PROPOSED GASOLINE STATION, 1713 LIMEKILN PIKE & SUSQUEHANNA ROAD, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P00-1070, LAST REVISED 1/30/2009.



2/2/2009

JAMES F. HENRY P.E.S.
PENNSYLVANIA PROFESSIONAL
LAND SURVEYOR NO. SU056807

RESOLUTION NO: 09-2040

RESOLUTION APPOINTING TAX COLLECTION COMMITTEE DELEGATE

WHEREAS, Act 32, section 505 (b) requires the governing bodies of school districts, townships, boroughs and cities to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representative; and

WHEREAS, the purpose of this resolution is to appoint the required delegates; and

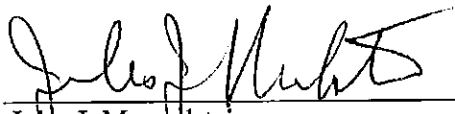
WHEREAS, the appointed individuals have consented to the appointment:

NOW THEREFORE BE IT RESOLVED that the following individuals are appointed as TCC delegates for the Township of Upper Dublin Township:

1. Primary voting delegate: Jonathan Bleemer, Upper Dublin Township Finance Director, Assistant Township Manager
2. First alternate voting delegate: Paul Leonard, Upper Dublin Township Manager
3. Second alternate voting delegate: Cheryl Milnazik, Upper Dublin Township Revenue Coordinator
4. If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and the first alternate voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting.
5. These appointments are effective immediately and shall continue until successors are appointed. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 8th day of September, 2009.

(SEAL)



Jules J. Mermelstein
Board of Commissioners, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 09-2041

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN TO
AUTHORIZE CLEARWIRE COLLOCATION OF COMMUNICATIONS
ANTENNAS AND EQUIPMENT AT SKYWAY TOWERS SITE PA-9016.**

WHEREAS, on June 27, 2007, the Township of Upper Dublin ("Township") entered into a Communications Tower Facility Use and Management Agreement with Skyway Towers, LLC ("Skyway") for the lease of Township land to Skyway for the purpose of constructing and operating a telecommunications facility, including a tower upon which radio antennas could be and are now installed (the "Tower"); and

WHEREAS, the Township's agreement with Skyway permits the Township to use the Tower for its own telecommunications needs and programs, and provides that no use of the Tower or other associated facilities by Skyway or others shall compete with or interfere with the Township's telecommunications without the Township's written consent; and

WHEREAS, by letter dated July 30, 2009, Skyway has requested that the Township consent to a narrowband/microwave collocation on the Tower by Clear Wireless, LLC ("Clearwire"); and

WHEREAS, Clearwire states that it provides next generation mobile internet services, and that it delivers next generation broadband access offering fast mobile internet service across entire cities; and

WHEREAS, under the Township's agreement with Skyway, the Township receives twenty-five percent (25%) of the monthly revenue for every narrowband and microwave collocation placed on the Tower.

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

1. The collocation of Clear Wireless, LLC on the telecommunications tower constructed by Skyway Towers, LLC at Skyway Towers Site PA-9016 in the Township of Upper Dublin is hereby approved.
2. The appropriate officers of the Township are hereby authorized to take action as necessary to carry out the intent of this resolution, including executing a Letter of Consent for Clearwire Collocation at Skyway Towers Site PA-9016.

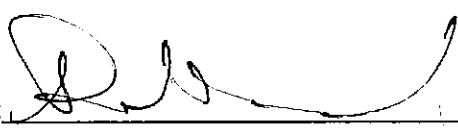
DULY adopted by the Board of Commissioners of the Township of Upper Dublin this 8th day of September, 2009.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: _____


Jules J. Mermelstein, President

Attest: _____


Paul A. Leonard, Township Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 09-2042

RESOLUTION TO APPROVE AN AGREEMENT
WITH THE UPPER DUBLIN SCHOOL DISTRICT TO SHARE
THE COST AND SERVICES OF SUSAN LOHOEFER
AS THE SCHOOL DISTRICTS' FACILITIES AND
COMMUNITY AFFAIRS MANAGER

WHEREAS, Susan Lohoefer ("Lohoefer") has served as Director of Parks and Recreation for Upper Dublin Township ("Township"); and

WHEREAS, Susan Lohoefer has accepted employment with the Upper Dublin School District ("School District") as Facilities and Community Affairs Manager ("FCA Manager") commencing October 1, 2009; and

WHEREAS, because of the benefit to be provided to the Township by the services which Lohoefer and her successors, if any, will render as FCA Manager, the Township and the School District have agreed that they will, for a period of time, share the costs and services the FCA Manager will provide.

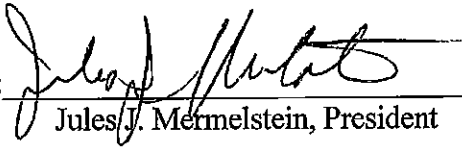
NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes the Township Manager on behalf of the Township to execute an agreement with the School District by which for a period of five years commencing October 1, 2009 the FCA Manager will devote to the Township a portion of her time commensurate with the portion of her total compensation package funded by the Township set forth as follows:

FY1 (October 1, 2009 to June 30, 2010)	20%
FY2 (July 1, 2010 to June 30, 2011)	20%
FY3 (July 1, 2011 to June 30, 2012)	20%
FY4 (July 1, 2012 to June 30, 2013)	15%
FY5 (July 1, 2013 to June 30, 2014)	10%
FY6 (July 1, 2014 to September 30, 2014)	10%

; and that it is understood and agreed that the FCA Manager will, at all times, remain an employee of the School District, under its exclusive direction and control.

RESOLVED by the Board of Commissioners this 13th day of October, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Jules J. Mermelstein, President

ATTEST:


Paul A. Leonard, Secretary

u8Ck38kxk67Lz6c6r employment agnd
9.23.09

RESOLUTION


NO: 09-2043

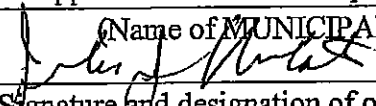
BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Township of Upper Dublin, _____ County, and it
(Name of MUNICIPALITY)

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)
Jules J. Mermelstein, President

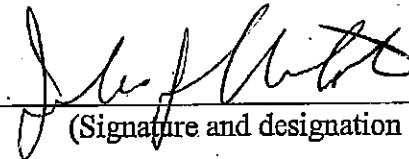
I, Jules J. Mermelstein, _____, _____
(Name) (Official title)

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

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

Board of Commissioners, held the 13th day of October, 2009.
(Name of governing body).

DATE: 10/13/09


(Signature and designation of official title)
Jules J. Mermelstein, 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 5 – YEAR

AGREEMENT NO. 3900035484
FID/SSN # 23-6003042
SAP VENDOR # 139085

THIS AGREEMENT, fully executed and approved this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

the Upper Dublin Township ^{AND} _____ of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH;

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

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 09-10; 10-11; 11-12; 12-13; and 13-14. (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

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

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

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

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

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. Incorporated by reference as part of this Agreement, as though physically attached to it, are the COMMONWEALTH Nondiscrimination / Sexual Harassment Clause (dated June 30, 1999), the Contractor Integrity Provisions (dated December 20, 1991), the Provisions Concerning the Americans with Disabilities Act (January 16, 2001) and the Contractor Responsibility Provisions (dated April 16, 1999).
9. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
10. 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/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf) to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower – 6th Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.


(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.

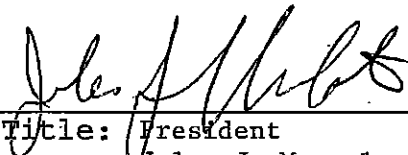
11. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
12. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST


Title: Secretary
Paul A. Leonard
DATE: 10/13/09

MUNICIPALITY

BY 
Title: President
Jules J. Mermelstein
DATE: 10/13/09

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

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____
BY _____
for Comptroller Date

Contract No. _____, is split _____%, expenditure amount of _____ for federal funds and _____%, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is _____; _____.

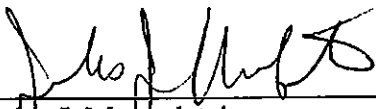
RESOLUTION # 09-2044

**RESOLUTION APPOINTING CHIEF ADMINISTRATION OFFICER OF UPPER
DUBLIN TOWNSHIP PENSION PLANS**


WHEREAS, the Municipal Pension Plan Funding Standard and Recovery Act, No. 205 of 1984 requires the appointment of a Chief Administrative Officer who has the primary responsibility for the execution of the administration affairs of the pension plans and the Certification for Foreign Fire Insurance Tax Distribution and/or General Municipal Pension System State Aid,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Manager be appointed Chief Administration Officer under the applicable provisions of Act 205.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 10th day of November, 2009.



Jules J. Menchelstein
Board of Commissioners, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION NO. 09-2045

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2010.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2010 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 2010 budget was advertised as required by law and made available for public inspection on November 17, 2009, and,

WHEREAS, the proposed 2010 budget was advertised as required by law and was presented and amended at public hearings on November 17, 2009, November 21, 2009, and December 1, 2009, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2010;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2010.

ADOPTED this 8th day of December 2009.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Jules J. Mermelstein, President

ATTEST: 

Paul A. Leonard, Secretary

TOWNSHIP OF UPPER DUBLIN
RESOLUTION NO. 09-2046

**A RESOLUTION OF UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
GRANTING AUTHORITY TO JULES J. MERMELSTEIN, PRESIDENT AND PAUL A.
LEONARD, TOWNSHIP SECRETARY, TO EXECUTE ON BEHALF OF UPPER
DUBLIN TOWNSHIP AN EXTENSION OF THE COLLECTIVE BARGAINING
AGREEMENT WITH THE UPPER DUBLIN TOWNSHIP POLICE BENEVOLENT
ASSOCIATION**

WHEREAS, Upper Dublin Township is authorized and obligated under Act 111 to negotiate a Collective Bargaining Agreement with the duly recognized Police Officers Association; and

WHEREAS, the existing Collective Bargaining Agreement was negotiated in good faith and provides for agreeable terms and conditions for employment of sworn police officers in Upper Dublin Township; and

WHEREAS, the Upper Dublin Police Association has affirmatively voted to approve a two year extension of the existing Collective Bargaining Agreement, subject to the amendment of certain provisions.

NOW, THEREFORE, BE IT RESOLVED that the President of the Board of Commissioners and Township Secretary are duly authorized to execute a Memorandum of Agreement to extend the terms of the Collective Bargaining Agreement between Upper Dublin Township and the Upper Dublin Police Benevolent Association for three (3) years, effective January 1, 2010 through December 31, 2012 with the following amendments:

- A. Definition
The position of Lieutenant will be removed from the bargaining unit as a managerial employee, following which the provisions of this Agreement will no longer apply to the position of Lieutenant.
- B. Duration
This agreement shall become effective as of January 1, 2010 and continue in full force and effect until December 31, 2012.
- C. Wages
All employees shall receive wage increases during the extended term as follows: effective January 1, 2010 - 3.5%; effective January 1, 2011 - 4.0%; effective January 1, 2012 - 4.5%.
- D. Salary Payment Schedule.
Longevity will be payable over 26 equal, bi-weekly periods.

E. Shift Differentials.

Corporals will normally be scheduled to rotating shifts and receive a shift differential in the amount of 2% of annual base pay when working rotating shifts.

Traffic Safety Officers will now be referred to as Highway Officers.

F. Longevity.

Payments will be one percent (1%) of the officer's base salary for each five (5) years of continuous service up to four percent (4%) for twenty (20) years of continuous service. After twenty five (25) and thirty (30) years of service, an officer will receive an additional five hundred dollars (\$500) at each of those two intervals. No additional increases shall be payable after an officer has provided thirty (30) or more years of continuous service. Payments will be made over 26 equal, bi-weekly periods.

G. Educational Incentive Pay.

A. Police Officers hired prior to January 1, 2005 shall be given increases in compensation for completion of college courses as follows:

- a. Receipt of thirty (30) credits - two percent (2%) of base annual pay; OR
- b. Receipt of Associate's Degree - three percent (3%) of base annual pay; OR
- c. Receipt of Bachelor's Degree - four percent (4%) of base annual pay; OR
- d. Receipt of Master's Degree - six percent (6%) of base annual pay; AND

All such officers will be eligible for the tuition reimbursement program as provided in the 1998, 1999 and 2000 Collective Bargaining Agreement and outlined below in Section X. A.

B. Police Officers hired on or after January 1, 2005, and prior to January 1, 2010 must have completed at least sixty (60) college credits as a condition of employment and may choose either:

1. A wage increase for degree as follows:
 - a. Receipt of Associate's Degree - three percent (3%) of base annual pay; OR
 - b. Receipt of Bachelor's Degree - four percent (4%) of base annual pay; OR
 - c. Receipt of Master's Degree - six percent (6%) of base annual pay; OR

2. Be eligible for the tuition reimbursement program as provided in the 1998, 1999 and 2000 Collective Bargaining Agreement and outlined below in Section X. A.

C. Police Officers hired after January 1, 2010 may choose either:

1. A wage increase for college courses as follows:

a. Receipt of Associate's Degree - three percent (3%) of base annual pay;

b. Receipt of Bachelor's Degree - four percent (4%) of base annual pay.; OR

c. Receipt of a Master's Degree – six percent (6%) of base annual pay; OR

2. Tuition reimbursement as outlined in Section X. A.

Regardless of their date of hire, probationary Officers are not eligible for any education bonus. For officers hired after January 1, 2010, only work-related degrees will be eligible for educational incentive pay.

H. Proficiency Incentive Pay.

Proficiency incentive pay will be paid in the amount of \$500 per extra duty for up to three proficiencies per year to all officers designated by the Chief of Police as eligible to receive said pay.

Assignments to specialty work shall continue to be at the sole discretion of the Chief, and the Chief of Police shall have the sole discretion to maintain, enlarge or reduce the list of qualifying proficiencies.

I. Uniforms.

Officers assigned to "Plain clothes" duty shall continue to receive a clothing allowance of \$1000 per year paid semi-annually during the period of this agreement.

J. Workers Compensation.

Any dispute regarding the eligibility of an officer to receive benefits pursuant to the Heart and Lung Act for temporary, work-related injuries shall be decided by the Township's civil service commission. Any party dissatisfied with the decision of the civil service commission may appeal that decision to the court of common pleas within thirty (30) days of the date of the commission's decision.

K. Medical Insurance.

Employees opting out of medical insurance coverage who demonstrate that such coverage is otherwise being provided will receive 25% of the cost of the premium the Township otherwise would have paid.

L. Flexible Spending Account

Effective January 1, 2010, the Township will offer a Flexible Spending Account to employees covered by this Agreement.

Any contractual provision contained in the existing Collective Bargaining Agreement which is not addressed by or which is not in conflict with this Memorandum of Agreement shall be deemed to remain in full force.

RESOLVED by the Board of Commissioners this 8th day of December, 2009.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


Jules J. Mermelstein, President

ATTEST:



Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 10-2047

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 30, 2010 as

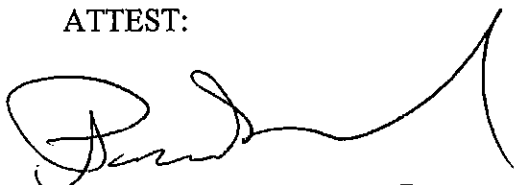
ARBOR DAY

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

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


Signed this 9th day of February, A.D. 2010.

ATTEST:



Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

RESOLUTION NO. 10-2048

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A PUBLIC STREET**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from LOGAN LAND DEVELOPMENT CORP. (hereinafter "Grantor") a Deed of Dedication for an 8.46 square foot portion of a public street known as 500 Bethlehem Pike (hereinafter "Street") as more fully described in Exhibit "A" attached hereto; and

WHEREAS, on July 9, 2002, the Board of Commissioners approved a Subdivision Plan filed by Grantor showing the Street, said plan being prepared by Woodrow & Associates, with Plan No. 01-1206d and dated December 12, 2001, with last revision dated October 29, 2002 (hereinafter "Plan"); and

WHEREAS, Grantor entered into a Developer's Agreement with the Township dated November 11, 2002 with respect to completion of improvements as required by the Plan; and

WHEREAS, Grantor has heretofore improved the Street as required by the Plan; and

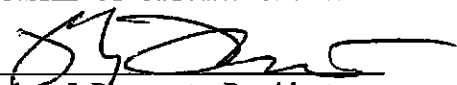
WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the said Deed of Dedication so that the Street will be opened and dedicated for public use.


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

1. The Deed of Dedication offered to the Township for the Street described by Exhibit "A" is accepted under the terms of the Developer's Agreement.
2. The proper officers of the Township are authorized to reference this Resolution on the Street Deed of Dedication and to record same with Montgomery County, Pennsylvania.
3. The portion of public street as described by Exhibit "A" shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 9th day of February, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST:

Paul A. Leonard, Secretary/Township Manager

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

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

Parcel No.:

**STREET DEED OF DEDICATION
BETHLEHEM PIKE (WIDENED PORTION)**

GRANTOR: LOGAN LAND DEVELOPMENT CORP.

GRANTEE: UPPER DUBLIN TOWNSHIP

DATE: January 15, 2010

**STREET DEED OF DEDICATION
BETHLEHEM PIKE (WIDENED PORTION)**

**AS SHOWN BY RECORD PLAN FOR
500 BETHLEHEM PIKE, PB A-61, PG 186**

THIS DEED OF DEDICATION made this 15th day of January, 2010,
between LOGAN LAND DEVELOPMENT CORP., a corporation organized pursuant of the
laws of the Commonwealth of Pennsylvania with an office address at 55 Lynn Avenue, Oreland,
Montgomery County, Pennsylvania, Grantor; and TOWNSHIP OF UPPER DUBLIN, a
Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, Montgomery
County, Pennsylvania, Grantee.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the
advantages to it accruing, as well as for diverse considerations affecting the public welfare,
which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents
does grant, bargain, sell and confirm unto the Grantee, its successors and assigns, an easement
and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER
DUBLIN, County of Montgomery and Commonwealth of Pennsylvania at the northwest corner
of Bethlehem Pike and Ellerslie Avenue and containing in area 8.46 square feet (0.0002 acres) as
described by the Legal Description of Right of Way Area Offered for Dedication Upon Lot No. 1
at 500 Bethlehem Pike prepared by Woodrow & Associates, Inc. dated May 9, 2008 attached
hereto and incorporated herein as Exhibit "A"; and being a widened portion of a street or
highway known as Bethlehem Pike as shown on a the Record Plan entitled 500 Bethlehem Pike
prepared for Logan Land Development, Inc. by Woodrow & Associates, Inc. dated December

12, 2001, last revised October 29, 2002, recorded with the Montgomery County Office of the Recorder of Deeds, Norristown, PA in Plan Book A-61, Page 186, the relevant portion of which is attached hereto and incorporated herein as Exhibit "B"; and formerly being part of a larger parcel of land identified as Montgomery County Tax Parcel No. 54-00-02425-00-5.

TO HAVE AND TO HOLD the aforesaid easement over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use and behoof of the Township of Upper Dublin, its successors and assigns, as and for the widened portion of a public road, street or highway, including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the Township of Upper Dublin, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the

physical grading of said street to conform to the grade as first thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easement and the right-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will warrant and forever defend.

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

GRANTOR
LOGAN LAND DEVELOPMENT CORP.


By: James Brandenburger, President

ATTEST:


Secretary:

Accepted by Resolution of the Board of Commissioners of the TOWNSHIP OF UPPER
DUBLIN, _____, 2010 .

STATE OF NEW JERSEY

~~COMMONWEALTH OF PENNSYLVANIA~~

:
: SS

COUNTY OF BURLINGTON

:

ACKNOWLEDGEMENT

On this, the 15 day of January, 2010, before me the undersigned officer,
personally appeared James Brandenburger, who acknowledged that he is the President of Logan
Land Development Corp. and that he as such President executed the foregoing Deed of
Dedication for the purposes therein contained and desires the same might be recorded as such.

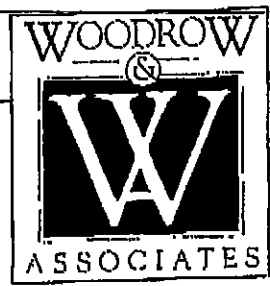
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deirdre L. Morrison Hawley Sain
Notary Public

Deirdre L. Morrison - Hawley - Sain
Public Notary
State Of New Jersey
My Commission Expires
August 19, 2013

EXHIBIT "A"

Job Number: 01-1205 d
Job Name: 500 Bethlehem Pike
Date: 5/9/2008
File Name: ROW Ded. Area Lot 1



Legal Description of Right of Way Area offered for Dedication upon Lot No. 1 at 500 Bethlehem Pike

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 made for 500 Bethlehem Pike, prepared by Woodrow & Associates, Inc., dated December 12, 2001, last revised January 17, 2005 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT of intersection of the westerly legal right of way line of Bethlehem Pike, S.R. 2018 and being 60 feet wide at this point, with the northerly legal right of way line of Ellerslie Avenue, being 40 feet wide at this point;

THENCE, leaving said point of beginning, and along the said northerly legal right of way line of Ellerslie Avenue, South 77 degrees 03 minutes 00 seconds West, a distance of 6.85 feet, to a point of cusp;

THENCE, through Lot No. 1, along an arc of a circle curving to the left, having a radius of 10.00 feet, an arc distance of 12.02 feet, being subtended by a chord bearing of North 42 degrees 37 minutes 15 seconds East and a chord distance of 11.31 feet, to a point of cusp on the westerly legal right of way line of Bethlehem Pike, S.R. 2018;

THENCE, along said westerly legal right of way line of Bethlehem Pike, S.R. 2018, South 8 degrees 11 minutes 30 seconds West, a distance of 6.85 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 8.46 Square Feet / 0.0002 Acres.



Kevin R. Gibbons

Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

EXHIBIT "B"

RESOLUTION

NO. 10-2049

**RESOLUTION TO APPROVE
CONTRACTING FOR SUPPLIES AND SERVICES
BY COMPETITIVE ELECTRONIC AUCTION BIDDING**

WHEREAS, the Local Government Unit Electronic Bidding Act, the Act of July 7, 2006, P.L. 600, (62 Pa.C.S.A. §4601, et.seq.) became effective September 5, 2006; and


WHEREAS, the Act authorizes public purchasing through the electronic submission of bids and permits local governmental units, including First Class Townships, to receive bids electronically if the local government unit has the electronic capability to maintain the confidentiality of the bid until the bid opening time; and

WHEREAS, the Board of Commissioners has determined that the Township does have the capability to maintain the confidentiality of electronically submitted bids until bid opening time, and finds that the use of competitive electronic auction bidding is in the best interests of Upper Dublin Township.

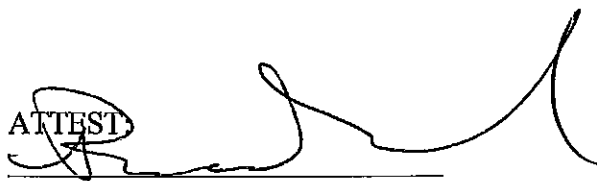
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve that the Township may contract for supplies or services, but not for construction or design professional services, by competitive electronic auction bidding pursuant to the requirements of the Local Government Unit Electronic Bidding Act, as it may be amended from time to time.

RESOLVED, this 9th day of February, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST


Paul A. Leonard, Secretary/Township Manager

UPPER DUBLIN TOWNSHIP POLICE PENSION PLAN
TOWNSHIP OF UPPER DUBLIN NON-UNIFORMED EMPLOYEES PENSION PLAN

RESOLUTION NO. 10-2050

A Resolution of the Township of Upper Dublin, Montgomery County, Pennsylvania, adopting an asset smoothing method to determine the actuarial value of assets as part of the actuarial valuations for the Upper Dublin Township Police Pension Plan and the 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.

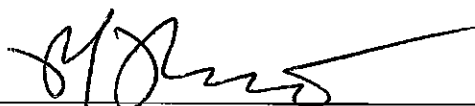
WHEREAS, the Township of Upper Dublin has previously submitted the actuarial valuation reports for the Upper Dublin Township Police Pension Plan and the Township of Upper Dublin Non-Uniformed Employees Pension Plan using the fair or market value of plan assets to determine the actuarial value of assets; and

WHEREAS, the Township of Upper Dublin desires to use an asset smoothing method to determine the actuarial value of assets, effective with the January 1, 2009, actuarial valuation, whereby the market value is adjusted with gains or losses over the prior five years, but in no event can the actuarial value of assets exceed 130% or be less than 70% of market value, as allowed by Act 44 of 2009; and

WHEREAS, the Township of Upper Dublin 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; and

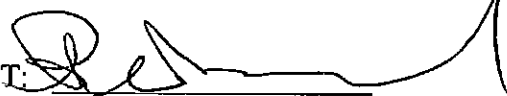
NOW THEREFORE, be it resolved and enacted by the Township of Upper Dublin that the asset smoothing method to determine the actuarial value of assets be adopted for the Plans, effective with the January 1, 2009, actuarial valuation reports.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 9th day of February, 2010.



Robert J. Resavento
Board of Commissioners, President

ATTEST:



Paul A. Leonard, Secretary

RESOLUTION NO. 10-2051

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREET, PUBLIC SIDEWALK AND
STORM SEWER EASEMENTS**

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from FORT WASHINGTON PARTNERS, L.P. (hereinafter "Grantor") Deed of Dedication for a widened portion of 115 Bethlehem Pike, a public street (hereinafter "Street"), more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from FORT WASHINGTON PARTNERS, L.P. (hereinafter "Grantor") Deed of Dedication for a sidewalk easement (hereinafter "Sidewalk"), more fully described in Exhibit "B" attached hereto; and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from FORT WASHINGTON PARTNERS, L.P. (hereinafter "Grantor") Deed of Dedication for a storm sewer easement (hereinafter "Storm Sewer"), more fully described in Exhibit "C" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Land Development Plan filed by or on behalf of Grantor showing the Street, Sidewalk and Storm Sewer Easement, which Land Development Plan was prepared by Tri-State Engineers & Land Surveyors, Inc., dated October 17, 2000, as last revised February 2, 2002, and recorded on April 19, 2002 in the Office for Recording of Deeds, Norristown, Pennsylvania at Land Site Book L-6, page 81 (hereinafter referred to as the "Recorded Plan"); and

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

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

1. The Deeds of Dedication offered to the Township for the widened portion of 115 Bethlehem Pike, a public street, Sidewalk and the Storm Sewer in Exhibits "A," "B," and "C" attached hereto, are accepted.

2. The public street, as described in the attached Exhibit, shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 13th day of April, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary/Manager


By: 
Robert J. Pesavento, President

Exhibit "A"



TRI-STATE ENGINEERS AND LAND SURVEYORS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

801 W. STREET ROAD
FEASTERVILLE, PENNSYLVANIA 19053

Telephone: (215) 357-5950
Fax: (215) 357-2836

Civil and Sanitary Engineers
Surveyor - Planner

**Ultimate Right of Way Easement
Fort Washington Volvo
Upper Dublin Township**

**Job No. 10328
December 17, 2001
Revised February 4, 2002**

**DESCRIPTION of all that certain easement of irregular configuration
situate in the Township of Upper Dublin, County of Montgomery, Commonwealth
of Pennsylvania being known as the Ultimate Right of Way Easement as shown on
the Land Development Plan of Fort Washington Volvo dated October 17, 2000 and
last revised February 4, 2002, prepared by Tri-State Engineers & Land
Surveyors, Inc., 801 W. Street Road, Feasterville, Pennsylvania bounded and
described as follows:**

**BEGINNING at an iron pin set for a corner formed by the intersection of
the easterly right of way line of Bethlehem Pike (SR 2018) 60.00 feet wide with the
southerly right of way line of Washington Lane (50.00 feet wide);**

**THENCE from the said point of beginning and along the southerly right of
way line of the said Washington Lane North 85° 31' 30" East 29.90 feet to a point of
curve, a corner, thence; passing through lands of Fort Washington Partners (of
which this is a part) by a curve to the left in a southwesterly direction having a**

radius of 30.00 feet and for the arc distance of 47.03 feet to a point of tangency, a corner on the easterly right of way line of the aforementioned Bethlehem Pike, thence; along the easterly right of way line of the said Bethlehem Pike North 04° 17' 30" West 29.90 feet to the point and place of beginning.

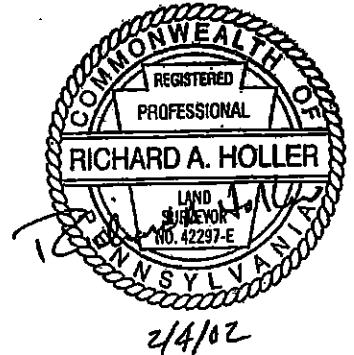
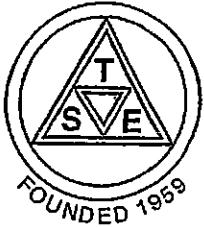


Exhibit "B"



TRI-STATE ENGINEERS AND LAND SURVEYORS, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

801 W. STREET ROAD
FEASTERVILLE, PENNSYLVANIA 19053

Telephone: (215) 357-5950

Fax: (215) 357-2836

Civil and Sanitary Engineers
Surveyor - Planner

**Sidewalk Easements
Fort Washington Volvo
Upper Dublin Township**

**Job No. 10328
December 17, 2001
Revised February 4, 2002**

DESCRIPTION of all that two certain 5.00 foot wide sidewalk easements situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on the Land Development Plan of Fort Washington Volvo dated October 17, 2000 and last revised February 4, 2002, prepared by Tri-State Engineers & Land Surveyors, Inc., 801 W. Street Road, Feasterville, Pennsylvania bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at an iron pin set for a corner formed by the intersection of the easterly right of way line of Bethlehem Pike (SR 2018), 60.00 feet wide, with the southerly right of way line of Washington Lane (50.00 feet wide);

THENCE; from the said point of beginning and along the easterly right of way line of the said Washington Lane North $85^{\circ} 31' 30''$ East 5.00 feet to a point, a corner, thence; partially passing through lands of Fort Washington Partners (of which this is a part) South $04^{\circ} 17' 30''$ East 163.70 feet to a point, a corner, thence; continuing through lands of the said Fort Washington Partners (of which this is a part) by a curve to the right in a northwesterly direction having a radius of 25.00

feet and for the arc distance of 7.99 feet to a point, a corner on the easterly right of way line of the aforementioned Bethlehem Pike, thence; along the easterly right of way line of the said Bethlehem Pike North 04° 17' 30" West 157.50 feet to the point and place of beginning.

THE SECOND THEREOF:

BEGINNING at a iron pin, found, a corner of lands now or late of John P. Toner and June W. Toner on the easterly right of way line of Bethlehem Pike (SR 2018) 60.00 feet wide;

THENCE from the said point of beginning and along the easterly right of way line of the said Bethlehem Pike by a curve to the left in a northerly direction having a radius of 441.68 feet and for the arc distance of 48.93 feet to a point, a corner, thence; partially passing through lands of Fort Washington Partners (of which this is a part) by a curve to the right in a northeasterly direction having a radius of 25.00 feet and for the arc distance of 7.82 feet to a point, a corner, thence; continuing through lands of the said Fort Washington Partners (of which this is a part) by a curve to the right in a southerly direction having a radius of 446.68 feet and for the arc distance of 54.57 feet to a point, a corner in line of lands now or late of the aforementioned John P. Toner and June W. Toner, thence; along line of lands now or late of the said John P. Toner and June W. Toner South 85° 43' 30" West 5.08 feet to the point and place of beginning.

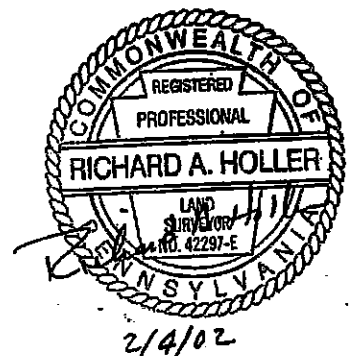
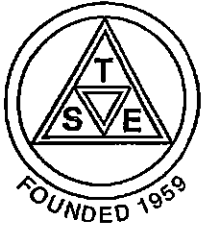


Exhibit "C"



TRI-STATE ENGINEERS AND LAND SURVEYORS, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

801 W. STREET ROAD
FEASTERVILLE, PENNSYLVANIA 19053

Telephone: (215) 357-5950
Fax: (215) 357-2836

Civil and Sanitary Engineers
Surveyor - Planner

**Proposed Storm Sewer Easement
Fort Washington Volvo
Upper Dublin Township**

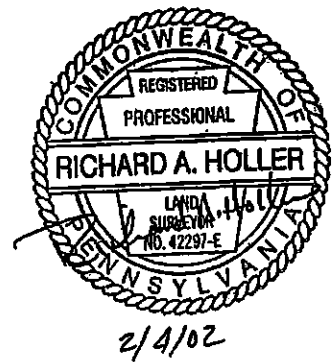
**Job No. 10328
December 17, 2001
Revised February 4, 2002**

**DESCRIPTION of all that certain easement of varying width situate
in the Township of Upper Dublin, County of Montgomery, Commonwealth of
Pennsylvania as shown on the Land Development Plan of Fort Washington Volvo
dated October 17, 2000 and last revised February 4, 2002, prepared by Tri-State
Engineers & Land Surveyors, Inc., 801 W. Street Road, Feasterville, Pennsylvania
bounded and described as follows:**

**BEGINNING at an iron pin, found, a corner of lands now or late of John P.
Toner and June W. Toner on the easterly right of way line of Bethlehem Pike
(S.R. 2018), 60.00 feet wide;**

**THENCE; from the said point of beginning and along the easterly right of
way line of the said Bethlehem Pike by a curve to the left in a northerly direction
having a radius of 441.68 feet and for the arc distance of 15.84 feet to a point, a
corner, thence; partially passing through lands of Fort Washington Partners (of
which this is a part) South 88° 39' 15" East 121.00 feet to a point, a corner, thence;
continuing through lands of the said Fort Washington Partners (of which this is a
part) South 01° 20' 45" West 3.79 feet to a point, a corner in line of lands now or
late of V. Kenyon & Lynn W. Potts, thence; along line of lands now or late of the**

said V. Kenyon and Lynn W. Potts and along lands now or late of the
aforementioned John P. Toner and June W. Toner South 85° 43' 30" West
122.64 feet to the point and place of beginning.



RESOLUTION
NO. 10-2052

**RESOLUTION TO APPROVE UPPER DUBLIN TOWNSHIP'S
PARTICIPATION IN THE MONTOMGERY COUNTY 2010
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Upper Dublin Township seeks to participate in the 2010 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 of 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).

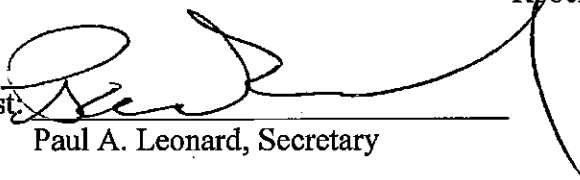
3. The Board of Commissioners may, at its discretion, submit to Montgomery County a written request for additional monies, should they be needed for the Projects, or for other qualifying undertakings. Such request will be considered and approved at the sole discretion of the Montgomery County Commissioners and shall be considered as addenda to this Application.

ADOPTED this 13th day of April, 2010.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



Robert J. Pesavento, President

Attest: 

Paul A. Leonard, Secretary

RESOLUTION NO. 10-2053

**RESOLUTION AUTHORIZING UPPER DUBLIN TOWNSHIP ADMINISTRATION TO
PROCEED WITH THE ISSUANCE OF TOWNSHIP DEBT**


WHEREAS, Upper Dublin Township is granted the power by the Local Government Unit Debt Act of the Commonwealth of Pennsylvania to incur indebtedness and to issue bonds for the purposes of funding capital improvement projects;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby authorize the Township Manager and Finance Director to work with Public Financial Management, as Financial Advisor, Saul Ewing LLP as Bond Counsel, and Gilbert P. High Jr. as local Solicitor in conjunction with the issuance of one or more Series of Bonds/Notes for the purpose of providing funds for land acquisitions, construction of a new firehouse and other capital projects.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 13th day of April, 2010.



Robert J. Pesavento
Board of Commissioners, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION No. 10-2054

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN AUTHORIZING THE ACQUISITION OF REQUIRED PROPERTY BY EMINENT DOMAIN FOR THE FARM LANE CULVERT CONSTRUCTION PROJECT

WHEREAS, in order to complete the Farm Lane Culvert Construction Project, the Township of Upper Dublin must take, as authorized by and in accordance with the provisions of the First Class Township Code and the Eminent Domain Code, a drainage and stormwater management easement on land located at 701 S. Bethlehem Pike, being Montgomery County Parcel No. 54-00-02290-00-5, which is presently owned by the Sisters of the Holy Family of Nazareth-USA, Inc., and on land known as Lot#2 on Farm Lane, being Montgomery County Parcel No. 54-00-06163-00-2, which is presently owned by the Sisters of the Holy Family of Nazareth-USA, Inc., said parcels being collectively referred to herein as the "Property"; and

WHEREAS, said drainage and stormwater management easement is more fully depicted and described on the exhibit attached hereto as Exhibit "A" and summarized as follows:

<u>Property</u>	<u>Owner</u>	<u>Interests Required</u>
701 South Bethlehem Pike	Sisters of the Holy Family of Nazareth-USA, Inc.	Drainage and Stormwater Management Easement
Lot #2 on Farm Lane	Sisters of the Holy Family of Nazareth-USA, Inc.	Drainage and Stormwater Management Easement

WHEREAS, it is the intention of the Township of Upper Dublin to acquire by eminent domain proceedings or by an agreement in lieu of condemnation, the property interests necessary to complete the Farm Lane Culvert Construction Project.

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

Section 1. The Township authorizes the acquisition of the property interests identified herein by eminent domain or by agreement in lieu of condemnation.

Section 2. The title acquired shall be a drainage and stormwater management easement.

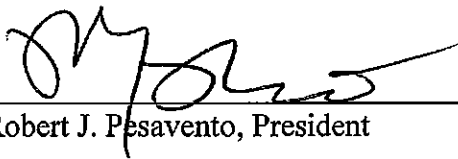
Section 3. The Township Manager is hereby authorized to execute one or more Declarations of Taking on behalf of the Township of Upper Dublin pursuant to the provisions of the Eminent Domain Code and the First Class Township Code to effectuate the condemnation, to enter into such bond as may be necessary by law, and to enter into an agreement in lieu of condemnation.

Section 4. 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 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 obtain the property interests in lieu of condemnation.

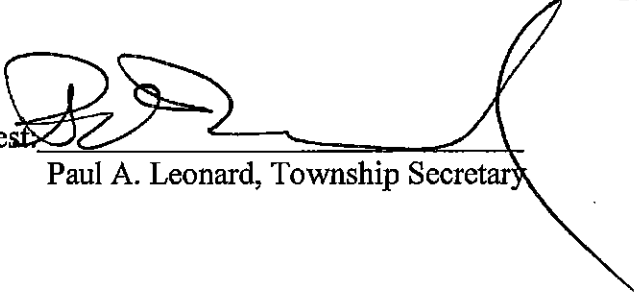
RESOLVED, this 13th day of April, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: _____


Robert J. Pesavento, President

Attest: _____


Paul A. Leonard, Township Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO: 10-2055

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS (THE "COMMISSIONERS") AUTHORIZING UPPER DUBLIN TOWNSHIP (THE "TOWNSHIP") TO REQUEST AN H2O PA GRANT UNDER ACT 63 OF 2008 FROM THE COMMONWEALTH FINANCING AUTHORITY ("CFA") TO BE USED FOR THE CONSTRUCTION OF TWO DRY-IMPOUND FLOOD MITIGATION STRUCTURES, ONE ON THE RAPP RUN AND THE OTHER ON THE PINE RUN, DESIGNATING THE PRESIDENT AND VICE PRESIDENT OF THE BOARD OF COMMISSIONERS TO EXECUTE ALL DOCUMENTS AND AGREEMENTS ON BEHALF OF THE TOWNSHIP WITH THE CFA IN PURSUIT AND FACILITATION THEREOF.

WHEREAS, the Township is a first class township created and existing pursuant to the First Class Township Code, 53 P.S. § 55101, et seq.; 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 previously resulted in property damage, impairment and inconvenience to local businesses and residents, and potentially hazardous road conditions; and

WHEREAS, the Township, in order to protect the health, safety and welfare of the public, desires to undertake the construction of two dry-impound flood mitigation structures, one on the Rapp Run and the other on the Pine Run, and more fully described in the Project Description, attached hereto, incorporated herein and marked Exhibit A.

WHEREAS, the Pennsylvania General Assembly enacted Act 63 of 2008 (the "H2O PA Act") on July 9, 2008, thereby authorizing the CFA to award grants municipalities and municipal authorities for use in flood control projects; and

WHEREAS, the Commissioners deem it to be in the best interest of the Township to apply for a grant from the CFA under the H2O PA Act.

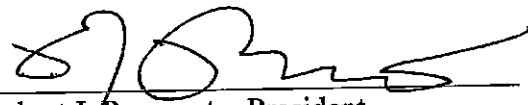
NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Upper Dublin Township Board of Commissioners:

1. The Commissioners are hereby authorized to request a grant from the CFA under the H2O PA Act in the amount not to exceed TWENTY MILLION DOLLARS (\$20,000,000) to be used for the construction of two dry-impound flood mitigation structures, one on the Rapp Run and the other on the Pine Run, and more fully described in the Project Description, attached hereto, incorporated herein and marked Exhibit A.

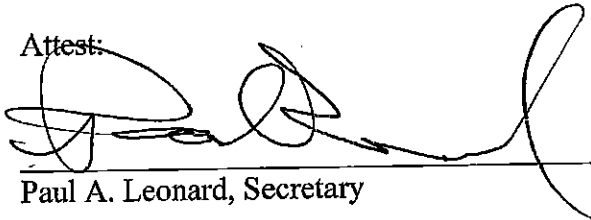
2. The Authority hereby designates Robert J. Pesavento, President, and Ira S. Tackel, Vice President, officials to execute all documents and agreements between the Township and the CFA to facilitate and assist in obtaining the requested grant.

SO RESOLVED this 11th day of May, 2010.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN


Robert J. Pesavento, President

Attest:


Paul A. Leonard, Secretary

(SEAL)

EXHIBIT A

Upper Dublin Township Stormwater Management Project Project Description

The Upper Dublin Township (Township) is located in Montgomery County Pennsylvania, approximately 13 miles northwest of Philadelphia. The Township has experienced flooding within the Fort Washington Industrial Park since the park was developed in the 1960s. The Township currently intends to apply for a Pennsylvania H2O grant to aid in the construction of flood mitigation measures. One of these measures, and the one for which the H2O grant would be applied, is the construction of two dry-impoundment flood mitigation structures, one on Rapp Run and the other Pine Run upstream of the industrial park. The structures will be located near the downstream end of property owned by the Township on both runs. The proposed Rapp Run structure is located approximately 1,500 ft upstream of Highland Avenue on Rapp Run and the Pine Run structure is located approximately 800 ft upstream of Limekiln Pike (State Highway SR 152). Rapp Run joins Pine Run downstream of the impoundment sites near the Fort Washington interchange of the Pennsylvania Turnpike (I-276). Pine Run subsequently joins Sandy Run at the intersection of I-276 and SR 309 and Sandy Run drains to Wissahickon Creek approximately 1 mile further downstream.

Upstream of the proposed construction sites, both Pine Run and Rapp Run watersheds are almost fully developed and are mostly occupied with residential lots. Commercial developments are more prevalent downstream of the structures. Any additional upstream development would have no additional impact, since the development would be required to not change the site's current discharge characteristics.

The two flood mitigation structures are designed primarily to reduce flooding for the smaller, more frequent storm events, generally up to the 10-year flood. However, some flood reduction benefit downstream of the structures will be realized for the 25-year and 50-year storm events as well. Due to the frequency of overtopping, each of the structures will have a concrete overflow spillway section for floods that exceed the storage capacity of the structures up the flood flows required by PADEP. A low-level outlet works through the overflow spillway will be designed to pass normal flow and for fish passage.

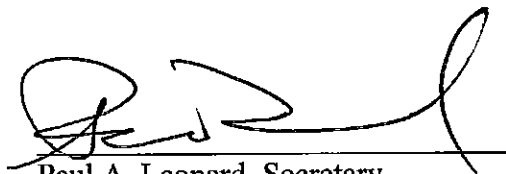
The Rapp Run impoundment site has a drainage area of approximately 1.9 square miles. The proposed structure at the Rapp Run site will consist of a reinforced concrete labyrinth spillway with earth abutments on either side. It will have a total height of 19 feet measuring from the bottom of the existing channel to the crest of the structure. The concrete labyrinth spillway will have a crest at elevation 192 ft, while the earth abutments will have a crest elevation at 195 ft. A low-level outlet consists of a rectangular opening of 16 square feet to allow flow through the structure during normal stream flow

The Pine Run impoundment has a drainage area of approximately 2.1 square miles. The proposed structure at the Pine Run site will also consist of a reinforced concrete labyrinth spillway with earth abutments on either side. The proposed structure will have a total height of 16 feet measuring from the bottom of the existing channel to the crest of the structure. A concrete labyrinth spillway will have a crest at elevation 207 ft, while the earth abutments will have a crest at 210 ft. A lower outlet consists of a rectangular opening of 16 square feet to allow flow through the structure during normal stream flow

CERTIFICATION

I, PAUL A. LEONARD, duly qualified Secretary of Upper Dublin Township, hereby certify that the forgoing Resolution is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners of Upper Dublin Township at a regular public meeting held on May 11, 2010, and said Resolution has been recorded in the Minutes of the Board of Commissioners of Upper Dublin Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Upper Dublin Township, this 11th day of May 2010.



Paul A. Leonard, Secretary
Upper Dublin Township

(SEAL)

RESOLUTION NO. 10-2056

**RESOLUTION TO REQUIRE CONTRACTORS FOR PROJECTS
EXCEEDING \$100,000 TO RESPOND TO QUESTIONNAIRE
REGARDING THEIR RESPONSIBILITY**

WHEREAS, the Board of Commissioners is required to award construction contracts to the lowest responsible bidder; and

WHEREAS, The Board deems it desirable with respect to construction contracts exceeding \$100,000 to investigate the responsibility of bidders by requiring the completion of a questionnaire; and

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

That the Board hereby adopts a policy to require those submitting bids to perform construction projects on Township property to complete a questionnaire in general conformity to the form attached to this resolution where the cost of the construction contract to be awarded is estimated to be in excess of \$100,000. The Board of Commissioners may, at its discretion, use the questionnaire for projects less than \$100,000. The questionnaire will then be used, together with other available information, to determine the responsibility of the bidder to complete the work in accordance with the bid specifications.

ADOPTED this 11th day of May, 2010.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest:


Paul A. Leonard, Secretary


Robert J. Pesavento, President

CONTRACTOR QUALIFICATION AND INFORMATION STATEMENT

NOTICE TO CONTRACTOR/BIDDER: In determining the lowest-responsible bidder, Upper Dublin Township will consider many factors, including the complete set of Bid Documents from each bidder, and the Contractor's integrity, efficiency, experience, promptness, price, and ability to successfully and timely complete work in a multi-prime construction environment. The Township will therefore consider and rely upon information in this Contractor Qualification and Information Statement as part of determining the bidder's qualifications and whether it is a responsible bidder. The word "you" as used herein refers to the form of business entity under which the Contractor completing this questionnaire operates.

SUBMITTED TO: UPPER DUBLIN TOWNSHIP
 801 Loch Alsh Avenue, Fort Washington, PA 19034-1697

SUBMITTED BY (CONTRACTOR): _____

OFFICER/PRINCIPAL: _____

ADDRESS: _____

PRINCIPAL OFFICE ADDRESS _____

TYPE OF WORK:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> Other Bid Package (please specify) | |

1. How many years has your organization been in business? _____
2. Under what names has your organization operated in the past five years?

3. Is your organization a corporation, partnership, individually owned, or other (please specify)?

4. Is your organization is a corporation, state:
 - a. the date of incorporation: _____
 - b. the state of incorporation: _____
 - c. if a business corporation name: _____
 the president: _____
 the vice president: _____
 the secretary: _____
 the treasurer: _____
 - d. if an LLC, name the member: _____
5. If your organization is a partnership, state:
 - a. the date of organization: _____
 - b. type of partnership (i.e. General or Limited): _____
 - c. if an LP, the name of the general partner(s): _____
6. If your organization is individually owned, state:
 - a. the date of organization: _____
 - b. name of owner: _____
7. If the form of your organization is other than listed above, describe it and name the principals:

8. List (or attach a list of) the construction projects over \$ 100,000 in scope that your organization either currently has in progress, or plans to be performing at the time of this proposed project, giving the name of project, owner, architect, construction manager (if any), trade engineer (if applicable), the contract amount, and the actual or anticipated completion date.

9. List five construction projects completed by you within the last five years in which the contract for your portion of the work was in excess of \$2,000,000, giving a brief description of the work you performed. If there were none, please so indicate.

10. List five projects that your organization has completed in the last five years in which the work was performed under a multi-prime public work environment, giving the name of the project, owner, architect, construction manager (if any), trade engineer (if applicable), the contract amount and the completion date.

11. Have you participated in a Class A Apprenticeship Program for each separate trade or classification in which craft employees will be employed by you for the referenced project?

Yes No

If so do you agree to continue to participate in such program or programs for the duration of the referenced project?

Yes No

For purposes of this question, a "Class A Apprenticeship Program" is an Apprenticeship Program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyman status for at least three (3) of the past five (5) years.

The winning bidder will be required to provide verification of affirmative answers to these questions prior to commencing work and to provide documentation which clearly indicates which crafts the bidder employs and which crafts are covered by the identified apprenticeship programs.

12. Name of your bonding company:

13. Name, address, and telephone number of bonding agent and, if different, the name and address of your insurance agent:

Bonding agent:

Insurance Agent:

_____	_____
_____	_____
_____	_____

14. State your Dunn & Bradstreet number & rating:

15. Provide information regarding the credit lines available to you, and a reference from a bank or other financial institution.

16. Attach audited financial statements from the past three years, including your organization's latest balance sheet and income statement showing at a minimum the following items: current assets; current liabilities; and capital net worth. If you do not have audited financial statements, attach un-audited statements and state all of the reasons why your financial statements have not been audited.

17. Do you possess a valid and current license or registration number from the Commonwealth of Pennsylvania to conduct business (if such a license is required for the type of project work for the type of project work for which you are submitting a bid)?

Yes (give license and/or registration number for each jurisdiction)

No (explain reasons)

18. List all the jurisdictions outside of Pennsylvania in which your organization is legally licensed to conduct business for the type of project work for which work for which you are submitting a bid, and indicate registration or license numbers, if applicable.

19. Has your contractor's license and/or registration from any governmental jurisdiction been revoked at any time in the last five years?
 Yes (give details) _____ No

20. Provide three trade references.

21. List (or attach a list of) all trade equipment in your possession currently valued in excess of \$10,000, and whether it is owned or leased.

22. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

23. Provide a detailed description of your safety, training and OSHA compliance programs and certifications, including whether you or your employees have been certified or recognized by OSHA, ANSI, the National Commission for the Certification of Crane Operators or other nationally recognized certification program for safe steel erection, rigging, drilling, crane operations or other construction activities. Describe and state your plans for ensuring full compliance with all applicable safety standards at the Project site.
Attach a copy of your proposed safety manual and safety training program.

24. State whether any lawsuits or demands for arbitration have been filed by or against you in the past five years related to your work in which the claim was or is in excess of \$100,000. Give a brief description of the parties involved in the claim(s), the nature of the dispute, the current status of those claims, and, if resolved, state the outcome.

25. Have you been declared in default by a contractor, owner, or architect on a construction project within the last five years?

Yes No

If yes, please specify the project, the name of the owner, architect, and/or general contractor and the reasons stated for the default. Please also provide a statement as to your response to the default.

26. Have you been terminated for default by a contractor, owner, or architect on a construction project within the last five years?

Yes No

If yes, please specify the project, the name of the owner, architect, and/or general contractor and the reasons stated for the default. Please also provide a statement as to your response to the default.

27. Has a surety firm completed a contract on your behalf, or paid for completion, because your firm was defaulted, within the past five years?

Yes No

If yes, please specify.

28. Have you failed to complete any projects that you have worked on in the past five years in accordance with the project schedule, and for which you were not given an approved change order extending your time for performance?

Yes No

If yes, please specify.

29. At any time during the past five years, has your firm or any of its partners, owners, or officers been convicted of a felony, or any crime involving the improper bid or award of a contract for a construction project?

Yes No

If yes, please specify.

30. In the last five years, has your firm, or any of its partners, owners, or officers, been debarred, disqualified, removed or otherwise prevented from bidding on or completing any public-works project for any reason?

Yes No

If yes, please specify.

31. In the last five years, has your firm been denied an award of a public-works contract based upon a finding by a public agency that your company was not a responsible bidder?

Yes No

If yes, please specify.

NOTICE: By signing this Contractor Qualification and Information Statement, Contractor authorizes Upper Dublin Township, or any of their attorneys or representatives, to contact any person or entity identified herein relative to any of the matters referred to herein, or any other matter relating to the Contractor's (and its owners', managers' or officers') construction experience and/or ability to successfully complete the project work. Persons and entities identified in this Contractor Qualification and Information Statement who are contacted are hereby authorized to speak freely and answer completely all questions regarding the Contractor (and its owners, managers or officers) related to the matters referred to herein or any other matters relating to the Contractor's experience. Any person, firm, or corporation, whether named herein or not, is hereby released by any liability arising out of the release of such information. This release shall bind the Contractor's heirs, administrators, successors, and assigns.

Contractor: _____

By: _____

Name: _____

Title: _____

THIS _____ DAY OF _____, _____

SWORN TO ME AND SUBSCRIBED BY:

Notary Public _____


My Commission expires: _____

MUNICIPAL RESOLUTION NO. 10-2057

WHEREAS the Pennsylvania Department of Transportation and Upper Dublin Township
Municipality Name
have agreed to use the dotGrants on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

NOW THEREFORE BE IT RESOLVED

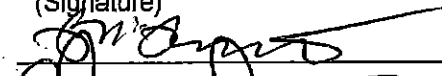

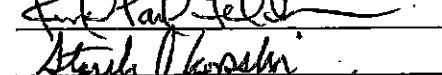
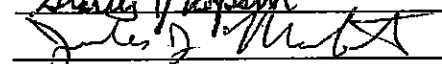

- 1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
- 2. that the Legislative Body hereby designates the following persons and any Officers holding the following titles/positions

<u>Finance Director</u> <i>Title</i>	<u>Jonathan Bleemer</u> <i>Typed Name</i>	 <i>Signature</i>
_____	_____	_____
<i>Title</i>	<i>Typed Name</i>	<i>Signature</i>

to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

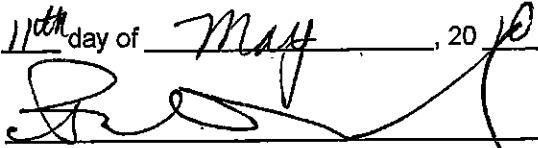
Passed this 11th day of May, 2010

LEGISLATIVE BODY

(Typed Name)	(Signature)
<u>Robert J. Pesavento</u>	
<u>Chester H. Derr, III</u>	
<u>Ronald P. Feldman</u>	
<u>Stanley J. Ropski</u>	
<u>Jules J. Mermelstein</u>	

I certify that the foregoing is a true and correct copy of the Resolution as finally adopted at a meeting of the Legislative Body held on the 11th day of May, 20 10

IN WITNESS WHEREOF, I hereunto set my hand on this 11th day of May, 20 10



(Signature of Municipal Secretary/Clerk)

(SEAL)

RESOLUTION NO. 10-2058

**A Resolution of the Township of Upper Dublin
Authorizing the Acquisition of a Property Interest by
Condemnation for the New Fire House**

WHEREAS, the Township of Upper Dublin plans to construct a New Fire House on Fort Washington Avenue in the Township; and

WHEREAS, in order to provide sanitary sewer service to the New Fire House, the Township of Upper Dublin must take, as authorized by and in accordance with the provisions of the First Class Township Code and the Eminent Domain Code, a sanitary sewer easement and a temporary construction easement from land located behind the site of the New Fire House at 1240 Tressler Drive, Fort Washington, Pennsylvania 19034, being Montgomery County Parcel No. 54-00-15815-09-7, which is or was lately owned by Frank P. Scalzo and Maria O. Scalzo, husband and wife; and

WHEREAS, said sanitary sewer easement and temporary construction easement are more fully depicted and described on the exhibit attached hereto as Exhibit "A" and summarized as follows:

<u>Property</u>	<u>Owner</u>	<u>Interests Required</u>
1240 Tressler Drive	Frank P. Scalzo Maria O. Scalzo	<ul style="list-style-type: none">• Permanent Sanitary Sewer Easement• Temporary Construction Easement

WHEREAS, it is the intention of the Township of Upper Dublin to acquire by eminent domain proceedings or by an agreement in lieu of condemnation, the above-described property interests necessary to complete the New Fire House.

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

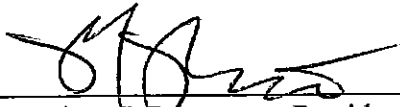
Section 1. The Township authorizes the acquisition of the property interests identified herein by eminent domain or by agreement in lieu of condemnation.

Section 2. The title acquired shall be a permanent sanitary sewer easement and a temporary construction easement; the Township Manager is hereby authorized to execute one or more 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 condemnation, to enter into such bond as may be necessary by law, and to enter into an agreement in lieu

of condemnation; and 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 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 obtain the property interests in lieu of condemnation.

RESOLVED, this 14th day of September, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Pesavento, President

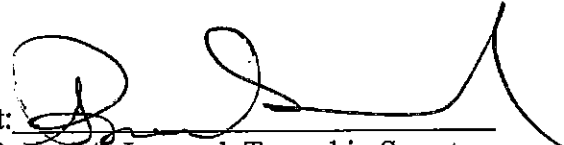
Attest: 
Paul A. Leonard, Township Secretary

Exhibit "A"



N.L. UPPER DUBLIN TOWNSHIP
BLOCK 48, UNIT 7

N 45°55'00" E
145.00'

PERMANENT
UTILITY
EASEMENT
(SEE DETAIL)

N.L. JOHN &
ANNE W. WANG
BLOCK 48, UNIT 64

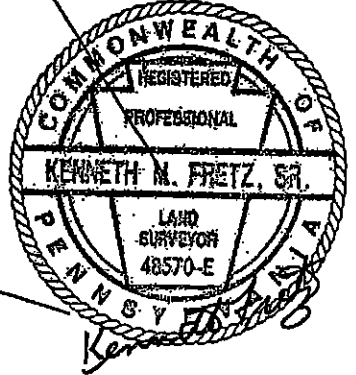
10' WIDE TEMP.
CONSTRUCTION
EASEMENT
(SEE DETAIL)

EXISTING. 20' WIDE
SANITARY SEWER EASEMENT

N.L. JEFFERY N. &
NANCY J. GORDON
BLOCK 48F, UNIT 42

N.L. HYUN J. LEE &
CONRAD C. REED
BLOCK 48F, UNIT 18

N.L. FRANK P. &
MARIA O. SCALZO
BLOCK 48F, UNIT 19

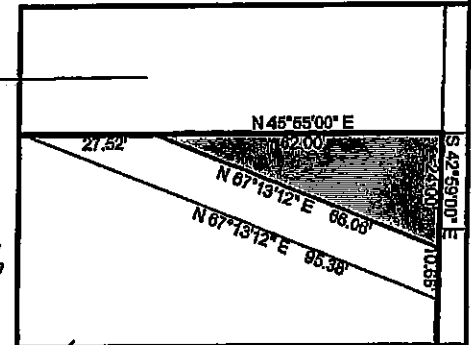


N.L. KENNETH P. &
CAROL S. APPELBAUM
BLOCK 48F, UNIT 41

N.L. KEVIN T. &
KATHLEEN C. KELLEY
BLOCK 48F, UNIT 16

N.L. BRUCE M.
SCHWARTZ
BLOCK 48F, UNIT 17

N.L. DANIEL J. &
BARBARA BREUER
BLOCK 48F, UNIT 40



UTILITY
EASEMENT DETAIL

N 44°31'15" W
82.38'
N 20°22'00" E
15.87'
W 00°59'00" E
33.39'

N 42°58'00" W
190.53'
N 42°58'00" W
190.53'

S 47°00'48" W
120.06'
S 42°58'00" E
190.53'
S 44°13'15" E
82.38'
S 42°59'00" E
31.29'

S 42°59'00" E
302.64'

DRIVE

LEGAL RIGHT-OF-WAY

LEGAL RIGHT-OF-WAY

TRESSLER

NOTES:

- OWNER OF RECORD:
FRANK P. & MARIA O. SCALZO
1240 TRESSLER DRIVE
FT. WASHINGTON, PA 19034
PARCEL# 54-00-15815-09-7
TAXMAP BLOCK 48F, UNIT 19
DEED BOOK 5026, PAGE 1381
- BOUNDARY INFORMATION TAKEN FROM DEEDS,
PLANS OF RECORD. NO RETRACEMENT SURVEY
PERFORMED FOR THE PREPARATION OF THIS
PLAN.

2	REVISE TO UTILITY EASEMENT	03-05-10
1	REVISE EASEMENT LAYOUT	03-31-10
No.	REVISIONS	DATE
---	DATE OF ISSUE	03-04-08

UTILITY EASEMENT PLAN LANDS OF FRANK P. & MARIA O. SCALZO PREPARED FOR UPPER DUBLIN TOWNSHIP LAND SITUATE UPPER DUBLIN TWP., MONTGOMERY CO. PA.		PROJECT MANAGER JAW
		PROJECT NUMBER UD7.127
		REFERENCE NUMBER UD8.145
		SCALE 1"=100'
410 Derriford Ave., PO Box 847, Lanedale PA 19448-0847 Civil Engineers & Land Surveyors (215) 855-3111		PLAN SHEET NUMBER 1 of 1



Barry L. Wert, PE., P.L.S.
 Jeffrey A. Wert, PE., P.L.S.
 Robin K. Youmans, PE.
 Kenneth M. Fretz, Sr., P.L.S.
 Cynthia H. VanHise, PE.
 James R. Rudolph, PE., P.L.S.
 Mark R. Faherty, Survey Manager
 Joseph J. Fielder, Inspection Manager
 Wendy L. Clair, SPHR, Business Manager
 Ralph A. Wert, PE., P.L.S. 1956-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

August 4, 2008
 Rev. March 31, 2010
 Rev. May 5, 2010

UD07.127
 Fort Washington Fire Company

Utility Easement
 lands of Frank P. & Maria O. Scalzo

ALL THAT CERTAIN easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Utility Easement Plan, lands of Frank P. & Maria O. Scalzo, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated August 4, 2008, last revised May 5, 2010 and being more fully described as follows:

BEGINNING at a common rear corner of lands of Frank P. & Maria O. Scalzo (taxmap block 48F, unit 19) and N/L Jeffery N. & Nancy J. Gordon (block 48F, unit 42), said point being located the following five (5) courses and distances from the westerly legal right-of-way line of Tressler Drive (50' wide), being a common corner of said Scalzo & N/L Bruce M. Schwartz lands (block 48F, unit 17); 1) along the common line of Scalzo and Schwartz, North 42°59'00" West, 31.29 feet to a point; 2) North 44°13'15" West, 82.38 feet to a point; 3) North 42°58'00" West, 190.53 feet to a point; 4) North 47°00'48" East, 120.06 feet to a point; 5) North 42°59'00" West, 302.64 feet to the point of beginning; thence, extending from said point of beginning, along said Gordon lands South 42°59'00" East, 24.00 feet to a point; thence, on and through said Scalzo lands, South 67°13'12" West, 66.06 feet to a point in the line of lands of N/L Upper Dublin Township, (block 48, unit 7); thence, extending along said Township lands, North 45°55'00" East, 62.00 feet to a corner, said point being the point and place of beginning.

Herbert H. Metz, Inc. Since 1912





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.
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Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

August 4, 2008
Rev. March 31, 2010
Rev. May 5, 2010

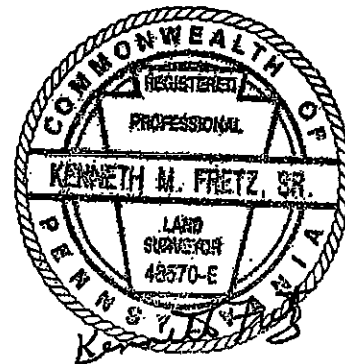
UD07.127
Fort Washington Fire Company

**10' Wide Temporary Utility Construction Easement
lands of Frank P. & Maria O. Scalzo**

ALL THAT CERTAIN 10' wide temporary easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Utility Easement Plan, lands of Frank P. & Maria O. Scalzo, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated August 4, 2008, last revised May 5, 2010 and being more fully described as follows:

BEGINNING at a point in the common line of Frank P. & Maria O. Scalzo (taxmap block 48F, unit 19) and N/L Jeffery N. & Nancy J. Gordon (block 48F, unit 42), said point being located South 42°59'00" East, 24.00 feet from a common rear corner of said Scalzo and Gordon lands as shown on said Plan; thence, extending along the Gordon lands, South 42°59'00" East, 10.66 feet to a point; thence, extending on and through the said Scalzo lands, South 67°13'12" West, 95.38 feet to a point in the line of lands of N/L Upper Dublin Township, (block 48, unit 7); thence, extending along said Township lands, North 45°55'00" East, 27.52 feet to a point; thence, extending along the southerly line of a Permanent Utility Easement, on and through the Scalzo lands as shown on said plan, North 67°13'12" East, 66.06 feet to a point in the line of the aforementioned Gordon lands, said point being the point and place of beginning.

Herbert H. Metz, Inc. Since 1912



RESOLUTION NO. 10-2059

**RESOLUTION TO ACCEPT STREET DEED OF DEDICATION
FOR ULTIMATE RIGHT-OF-WAY**

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from LULU TEMPLE COUNTRY CLUB (hereinafter "Grantor") a Street Deed of Dedication for a widened portion of Limekiln Pike, a public street (hereinafter "Street"), a copy of which is attached hereto as Exhibit "A"; and

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

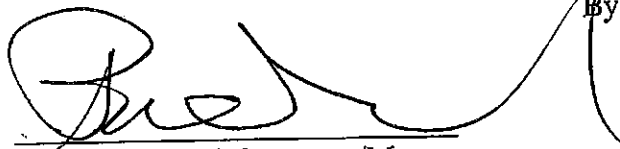
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of UPPER DUBLIN TOWNSHIP does hereby resolve as follows:

1. The Street Deed of Dedication offered to the Township for the widened portion of Limekiln Pike as provide by Exhibit "A", attached hereto, is accepted.
2. The Street, as described in the attached Exhibit "A", shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 14th day of September, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary/Manager

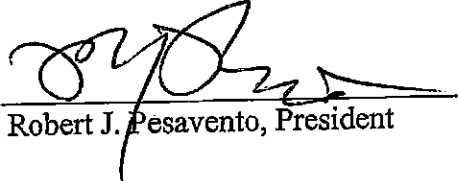
By: 
Robert J. Pesavento, President

Exhibit "A"

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

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

Re: Parcel No. 54-00-09961-00-2

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY

GRANTOR: LuLu Temple Country Club

GRANTEE: Township of Upper Dublin

DATED: 07 July, 2010

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY

THIS DEED OF DEDICATION made this *7th* day of *July*, 2010, between LULU TEMPLE COUNTRY CLUB, Grantor, and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Ft. Washington, in the County of Montgomery and Commonwealth of Pennsylvania, Grantee.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant, bargain, sell and confirm unto the Grantee, it's successors and assigns, an easement and right-of-way over ALL THAT CERTAIN property situate along Limekiln Pike in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania, which parcel of real estate is referred to as Montgomery County Tax Parcel No. 54-00-09961-00-2, as more fully described in Exhibit "A" attached.

TO HAVE AND TO HOLD the aforesaid easement over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use on behalf of the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, for a public road, street or highway, including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and

others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the TOWNSHIP OF UPPER DUBLIN, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said TOWNSHIP OF UPPER DUBLIN.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easement and the right-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will warrant and forever defend.

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

LULU TEMPLE COUNTRY CLUB

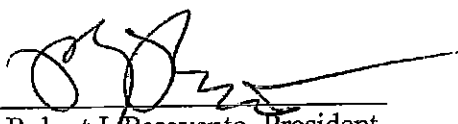
BY:  _____

WITNESS:


 _____

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin the 14th day of September, 2010.

BOARD OF COMMISSIONERS OF
TOWNSHIP OF UPPER DUBLIN

By:  _____
Robert J. Pesavento, President

Attest:

 _____
Paul A. Leonard, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this, the 07 day of JULY, 2010, before me the undersigned officer, personally appeared PAUL F MULLER, who acknowledged that he/she is the PRESIDENT of LuLu Temple Country Club, and as such officer, being authorized to do so, executed the foregoing Street 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.

John T. Elias
Notary Public

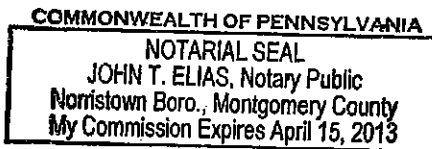


EXHIBIT "A"

LEGAL DESCRIPTION

ULTIMATE RIGHT-OF-WAY DEDICATION



Providing a full range of Engineering & Surveying Services

COWAN ASSOCIATES, INC.

Serving Business, Municipalities & Industry Since 1958

Legal Description
Ultimate Right-of-way Dedication
Across a Portion of the Frontage of Parcel ID 54-00-09961-00-2
LuLu Temple Country Club
Upper Dublin Township
Montgomery County, PA
CAI 14776.01
June 8, 2010

Richard S. Cowan, PE (1910-1997)
James R. Leister, PE/PLS (1936-2006)
William D. Kee, PE (Retired)
Johann F. Szautner, PE/PLS (Retired)

Todd R. Myers, PLS
Charles R. Tomko, PE
Scott P. McMackin, PE
Michael R. Smith, PE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, being the ultimate right-of-way dedication of a portion of the frontage of Parcel ID 54-00-09961-00-2, Limekiln Pike, SR 0152, bounded and described according to a plan entitled "Minor Subdivision Plan Prepared for LuLu Temple Country Club," last dated May 27, 2010, as prepared by Cowan Associates, Inc., Quakertown, PA, as follows to wit:

BEGINNING at a point in the cartway of Limekiln Pike, SR 0152, 40 foot half width, said point being in the line of lands now or formerly of Sandra L. Roux-Woods, Parcel ID No. 54-00-10198-00-8;

THENCE (A) from said point of beginning, in and through the cartway of Limekiln Pike, South 17°29'33" East, 407.37 feet to a point;

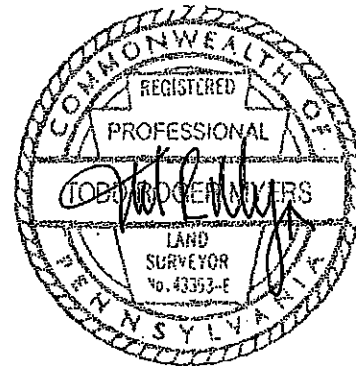
THENCE (B) crossing the cartway of Limekiln Pike along Lot No. 1 of said subdivision, South 72°30'27" West, 40.00 feet to a point;

THENCE (C) along the ultimate right-of-way line of Limekiln Pike, North 17°29'33" West, 408.73 feet to a point;

THENCE (D) along the aforementioned lands of Roux-Woods, North 74°27'30" East, 40.02 feet to the first mentioned point and place of beginning.

Containing: 16,322.02 square feet or 0.3747 acres

V:\jed\14776.01\Legal Description-1.doc



Quality Is Attitude

Cowan Building • 120 Penn-Am Drive • P.O. Box 949 • Quakertown, PA 18951

Tel. 215-536-7075 • 1-800-492-5649 • FAX 215-536-1582 • e-mail: cowan@cowanassociates.com • Web Site: www.cowanassociates.com

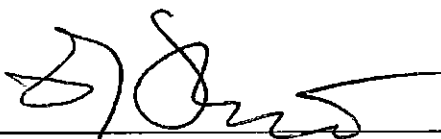
RESOLUTION # 10-2060

RESOLUTION OF THE UPPER DUBLIN TOWNSHIP POLICE EMPLOYEES PENSION PLAN

A Resolution of the Township of Upper Dublin, Montgomery County, Pennsylvania, adopting the reduced amortization option according to Chapter 6 of Act 205 of 1984 (P.L. 1005, No. 2005), as amended by Act 44 of 2009. In calculating the 2011 Minimum Municipal Obligation, the Township of Upper Dublin elects to utilize the 75% amortization option as allowed by Act 44 of 2009 for the Township of Upper Dublin Police Employees Pension Plan.

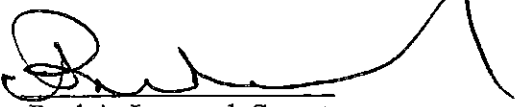
NOW, THEREFORE, BE IT RESOLVED and enacted by the Township of Upper Dublin that the reduced amortization be adopted for the Plan, effective with the 2011 Minimum Municipal Obligation calculation.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 14th day of September, 2010.



Robert J. Pesavento
Board of Commissioners, President

ATTEST:



Paul A. Leonard, Secretary


RESOLUTION # 10-2061

**RESOLUTION OF THE UPPER DUBLIN TOWNSHIP NON-UNIFORMED
EMPLOYEES PENSION PLAN**

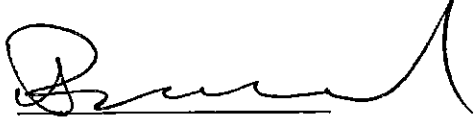
A Resolution of the Township of Upper Dublin, Montgomery County, Pennsylvania, adopting the reduced amortization option according to Chapter 6 of Act 205 of 1984 (P.L. 1005, No. 2005), as amended by Act 44 of 2009. In calculating the 2011 Minimum Municipal Obligation, the Township of Upper Dublin elects to utilize the 75% amortization option as allowed by Act 44 of 2009 for the Township of Upper Dublin Non-Uniformed Employees Pension Plan.

NOW, THEREFORE, BE IT RESOLVED and enacted by the Township of Upper Dublin that the reduced amortization be adopted for the Plan, effective with the 2011 Minimum Municipal Obligation calculation.

RESOLVED, ENACTED and APPROVED by the Board of Commissioners, Upper Dublin Township on the 14th day of September, 2010.



Robert J. Pesavento
Board of Commissioners, President

ATTEST: 
Paul A. Leonard, Secretary

RESOLUTION NO. 10-2062

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A WIDENED PORTION OF SUSQUEHANNA ROAD,**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from the UPPER DUBLIN EVANGELICAL LUTHERAN CHURCH (hereinafter "Grantor"), a Deed of Dedication for a widened portion of a public street known as Susquehanna Road, Ambler; and

WHEREAS, the Board of Commissioners on June 8, 2010 approved a Subdivision Plan (the "Plan") filed by or on behalf of Grantor showing the area encompassed in the Deed of Dedication, which Subdivision Plan was prepared by Cowan Associates, Inc., dated March 10, 2010 with last revision dated June 23, 2010, and recorded in the Office of the Recorder of Deeds, Norristown, PA; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication for the widened portion of Susquehanna Road so that the area thus dedicated will be opened and dedicated for public use.

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

1. The Deed of Dedication offered to the Township for a widened portion of Susquehanna Road more fully described as set forth on the Plan is hereby accepted and shall hereafter be designated on the official map of streets in the Township.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 12 day of October, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: [Signature]
Robert J. Pesavento, President

ATTEST:

[Signature]
Paul A. Leonard, Secretary/Township Manager

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

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

Re: Parcel No. 54-00-03214-00-8

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY

GRANTOR: Upper Dublin Evangelical Lutheran Church

GRANTEE: Township of Upper Dublin

DATED: 14TH day of September, 2010

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY OF SUSQUEHANNA ROAD

THIS DEED OF DEDICATION made this 14TH day of September, 2010,
between UPPER DUBLIN EVANGELICAL LUTHERAN CHURCH situated at 411
Susquehanna Road, Ambler, PA 19002 in the Township of Upper Dublin, County of
Montgomery, Commonwealth of Pennsylvania (the "Grantor"), and TOWNSHIP OF UPPER
DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, PA
19034 in the County of Montgomery, Commonwealth of Pennsylvania (the "Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the
advantages to it accruing, as well as for diverse considerations affecting the public welfare,
which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents
does grant, bargain, sell and confirm unto the Grantee, its successors and assigns, an easement
and right-of-way as described by Exhibit "A" attached hereto over ALL THAT CERTAIN
property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and
Commonwealth of Pennsylvania, identified as 411 Susquehanna Road, Montgomery County Tax
Parcel No. 54-00-03214-00-8 being a widened portion of a street or highway known as
Susquehanna Road, SR 2017, as shown on a plan entitled Record Site Plan, Additions to Upper
Dublin Evangelical Lutheran Church prepared by Cowan Associates, Inc. dated March 10, 2010,
last revised June 23, 2010, and approved by the Board of Commissioners of Upper Dublin
Township on June 8, 2010.

TO HAVE AND TO HOLD the aforesaid easement over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use and behoof of the Township of Upper Dublin, its successors and assigns, as and for the widened portion of a public road, street or highway, including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

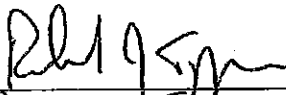
AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the Township of Upper Dublin, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said

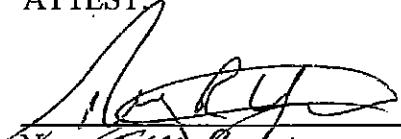
easement and the right-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of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

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

UPPER DUBLIN EVANGELICAL LUTHERAN CHURCH

BY: 
Name: Robert J. Topper
Title: President - Council

ATTEST:


Name: Jane Peterson
Title: Chair Facilities Committee

Accepted by Resolution No. 10-2062 of the Board of Commissioners of the TOWNSHIP OF
UPPER DUBLIN, 12th day of October, 2010.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : SS
:

ACKNOWLEDGEMENT

On this, the 14th day of September, 2010, before me the undersigned officer, personally appeared Robert J. Topper, who acknowledged that he is the _____ President Council of UPPER DUBLIN EVANGELICAL LUTHERAN CHURCH and that as such President Council, 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.

J. Yemm
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Johanna M. Yemm, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

RESOLUTION NO. 10-2063

**A Resolution Of The Township Of Upper Dublin
Authorizing The Acquisition Of An Underground Utility Easement
By Agreement In Lieu Of Condemnation**

WHEREAS, the Township of Upper Dublin plans to construct a New Fire House on Fort Washington Avenue in the Township; and

WHEREAS, in order to provide sanitary sewer service to the New Fire House, the Township of Upper Dublin previously authorized acquisition of a sanitary sewer easement and a temporary construction easement from land located behind the site of the New Fire House at 1240 Tressler Drive, Fort Washington, Pennsylvania 19034, being Montgomery County Parcel No. 54-00-15815-09-7, which is or was lately owned by Frank P. Scalzo and Maria O. Scalzo, husband and wife; and

WHEREAS, said sanitary sewer easement and temporary construction easement are more fully depicted and described on the exhibit attached hereto as Exhibit "A" and summarized as follows:

<u>Property</u>	<u>Owner</u>	<u>Interests Required</u>
1240 Tressler Drive	Frank P. Scalzo Maria O. Scalzo	<ul style="list-style-type: none">• Permanent Sanitary Sewer Easement• Temporary Construction Easement

WHEREAS, the prior resolution expressed the intention of the Township of Upper Dublin to acquire by eminent domain proceedings or by an agreement in lieu of condemnation, the above-described property interests necessary to complete the New Fire House; and

WHEREAS, the parties have reached agreement for the amicable acquisition of the easement.

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

Section 1. The Township hereby authorizes the acquisition of the property interests identified herein by agreement in lieu of condemnation for the consideration of Four Thousand Dollars (\$4000) plus payment on account of the grantor's professional fees in the amount of One Thousand Five Hundred Dollars (\$1500).

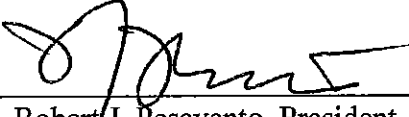
Section 2. The Township Manager is hereby authorized to execute any and all documents necessary to complete this acquisition, and thereafter to

provide for the Deed of Easement to be recorded in the Office of the Recorder of Deeds, Norristown.

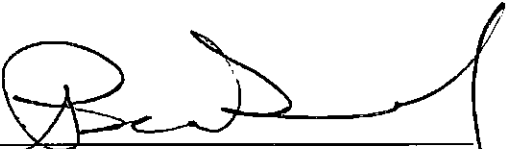
RESOLVED, this 12th day of October, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: _____


Robert J. Pesavento, President

Attest: _____


Paul A. Leonard, Township Secretary

**Prepared by and
Return to:**

**Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19401**

Parcel No.:

54-00-15815-09-7

**DEED OF DEDICATION
FOR
UTILITY EASEMENT**

BETWEEN: FRANK P. SCALZO AND MARIA O. SCALZO (GRANTOR)

AND

TOWNSHIP OF UPPER DUBLIN (GRANTEE)

DATED:

OCT. 11, 2010

**DEED OF DEDICATION
FOR UTILITY EASEMENT**

THIS DEED OF DEDICATION made this day of , 2010, between Frank P Scalzo and Maria O. Scalzo, husband and wife, residing at 1240 Tressler Drive, Fort Washington, PA 19034 (hereinafter, collectively, "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, PA 19034 (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania identified as 1240 Tressler Drive, Fort Washington, PA 19034, Montgomery County Tax Parcel #54-00-15815-09-7 ("Grantor Property"); and

WHEREAS, Grantee is the owner of two certain parcels of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania identified as 1245 and 1255 Fort Washington Avenue, Fort Washington, PA 19304, Montgomery County Tax Parcels #54-00-06628-00-5 and #54-00-06631-00-2 ("Grantee Property"); and

WHEREAS, Grantee intends to develop Grantee Property with a firehouse for the benefit of the public and desires an easement over and through Grantor Property for utilities servicing the firehouse; and

WHEREAS, Grantor now wishes to dedicate a utility easement to the public for the purposes hereinabove described.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollars (\$1.00) and other good and valuable consideration the advantages to them accruing, as well as for diverse considerations affecting the public welfare, which they seek to advance, have granted, bargained, sold and confirmed, and by these presents do grant, bargain, sell and confirm unto the Grantee, its successors and assigns, a permanent utility easement and right-of-way over ALL THAT CERTAIN portion of the Grantor Property as described in the property description prepared by Metz Engineers and dated August 4, 2008, last revised May 5, 2010, attached hereto as Exhibit "A" (hereinafter "Utility Easement"), together with a temporary construction easement and right-of-way over ALL THAT CERTAIN portion of the Grantor Property as describe in the property description prepared by Metz Engineers and dated August 4, 2008, last revised May 5, 2010, attached hereto as Exhibit "B" (hereinafter "Construction Easement"), and said Utility Easement and said Construction Easement being more fully described and shown by a plan prepared by Metz Engineers attached hereto as Exhibit "C".

TO HAVE AND TO HOLD the aforesaid Utility Easement and Construction Easement over all that certain property above described unto the Township of Upper Dublin, its successors and assigns, to and for the only proper use and behoof of the Township of Upper Dublin, its successors and assigns, for a utility easement and temporary construction easement, including the right to construct, maintain and repair utility lines and piping under and across the lands hereinabove described (limited however to underground utilities and piping only) and to cause or permit others to construct, maintain and repair such utility lines and piping together with the right of Grantee to permit the Bucks County Water and Sewer Authority, a sewer system operator within the Township of Upper Dublin, to construct, maintain and repair an underground sanitary sewer

system under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for them and their successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the use of said Utility Easement and said Construction Easement and the construction, maintenance or repair of utilities, including sanitary sewer facilities, within the said Utility Easement area, and if such shall not be established at the date of these presents that neither the said Grantor, nor their successors or assigns, shall at any time hereafter ask, demand, recover or receive any such damage by reason of the construction, maintenance or repairs of said utilities to conform to the codes and regulations thereafter established or confirmed by the said Township of Upper Dublin, excepting and reserving unto the said Grantor, their successors and assigns, the right and privilege to demand of the Grantee compensation as allowed by law should any portion of the said utility lines and piping fail and cause such property damage or in conducting maintenance and/or repairs on said utility lines and piping, damage be done to Grantor's property.

AND the said Grantee, hereby covenants and agrees that it, its contractors, agents and employees will use quality materials and generally accepted good work practices in installing the utility lines and piping; that following entry onto the Grantee Property in furtherance of the purposes set forth in this Declaration, including entry for the purpose of maintaining the said utility lines and piping, Grantee will restore the Grantee Property to the condition it was in prior to such

entry, to the extent reasonably possible, including the replanting of trees and shrubs destroyed by the work associated with such entry, but not at a location that would interfere with the utility lines; and that if such restoration entails replacement of lawn area, that restoration will include placing six (6) inches of screened topsoil on all disturbed areas with grading to match current elevations and with positive drainage, together with sowing a grass seed mix with a perennial seed of the owners choice. The Township will inspect restored areas both at 9 and 18 months after completion of the work and make any required repairs or touch ups to the lawn area..

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successor and assigns, that the said easements described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all or any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them shall and will warrant and forever defend.

AND the said Construction Easement shall terminate upon the completion of the development of the Grantor Property for the said firehouse, including installation of all utilities servicing the firehouse.

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

X Frank P. Scalzo
Frank P. Scalzo

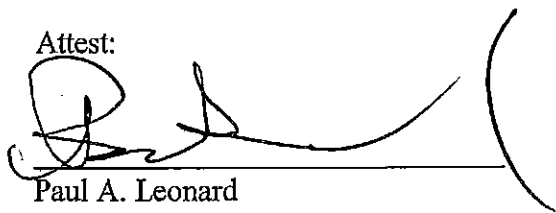
GRANTOR

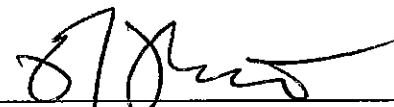
X Maria O. Scalzo
Maria O. Scalzo

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this 12th day of October, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:


Paul A. Leonard

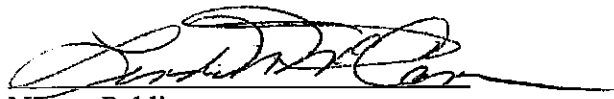
By: 
Robert J. Pesavento, President

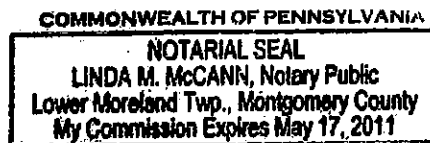
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this the 11th day of October, 2010, before me the undersigned officer, personally appeared Frank P. Scalzo and his wife Maria O. Scalzo, who acknowledged themselves to be the owners of 1240 Tressler Drive, Fort Washington, PA 19034, Montgomery County Tax Parcel #54-00-15815-09-7, and that they as such owners executed the foregoing instrument for the purposes therein contained.

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


Notary Public



COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF MONTGOMERY :

ACKNOWLEDGEMENT

On this the *12th* day of *October*, 2010, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ROBERT J. PESAVENTO, who acknowledged himself to be the President of the Board of Commissioners of UPPER DUBLIN TOWNSHIP, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

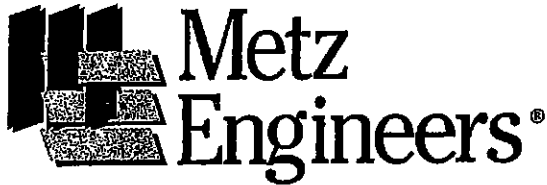
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorraine Narducci
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lorraine Narducci, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 29, 2012
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

Utility Easement Description



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. Faherty, 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

August 4, 2008
Rev. March 31, 2010
Rev. May 5, 2010

UD07.127
Fort Washington Fire Company

Utility Easement
lands of Frank P. & Maria O. Scalzo

ALL THAT CERTAIN easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Utility Easement Plan, lands of Frank P. & Maria O. Scalzo, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated August 4, 2008, last revised May 5, 2010 and being more fully described as follows:

BEGINNING at a common rear corner of lands of Frank P. & Maria O. Scalzo (taxmap block 48F, unit 19) and N/L Jeffery N. & Nancy J. Gordon (block 48F, unit 42), said point being located the following five (5) courses and distances from the westerly legal right-of-way line of Tressler Drive (50' wide), being a common corner of said Scalzo & N/L Bruce M. Schwartz lands (block 48F, unit 17); 1) along the common line of Scalzo and Schwartz, North 42°59'00" West, 31.29 feet to a point; 2) North 44°13'15" West, 82.38 feet to a point; 3) North 42°58'00" West, 190.53 feet to a point; 4) North 47°00'48" East, 120.06 feet to a point; 5) North 42°59'00" West, 302.64 feet to the point of beginning; thence, extending from said point of beginning, along said Gordon lands South 42°59'00" East, 24.00 feet to a point; thence, on and through said Scalzo lands, South 67°13'12" West, 66.06 feet to a point in the line of lands of N/L Upper Dublin Township, (block 48, unit 7); thence, extending along said Township lands, North 45°55'00" East, 62.00 feet to a corner, said point being the point and place of beginning.

Herbert H. Metz, Inc. Since 1912

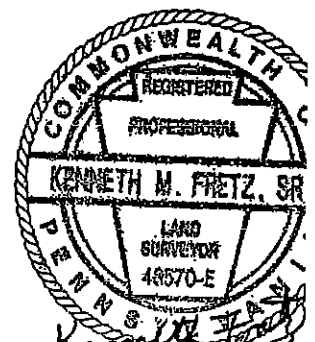


EXHIBIT "B"

Construction Easement Description



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. 1955-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

August 4, 2008
Rev. March 31, 2010
Rev. May 5, 2010

UD07.127
Fort Washington Fire Company

10' Wide Temporary Utility Construction Easement
lands of Frank P. & Maria O. Scalzo

ALL THAT CERTAIN 10' wide temporary easement situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Utility Easement Plan, lands of Frank P. & Maria O. Scalzo, prepared for Upper Dublin Township by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated August 4, 2008, last revised May 5, 2010 and being more fully described as follows:

BEGINNING at a point in the common line of Frank P. & Maria O. Scalzo (taxmap block 48F, unit 19) and N/L Jeffery N. & Nancy J. Gordon (block 48F, unit 42), said point being located South 42°59'00" East, 24.00 feet from a common rear corner of said Scalzo and Gordon lands as shown on said Plan; thence, extending along the Gordon lands, South 42°59'00" East, 10.66 feet to a point; thence, extending on and through the said Scalzo lands, South 67°13'12" West, 95.38 feet to a point in the line of lands of N/L Upper Dublin Township, (block 48, unit 7); thence, extending along said Township lands, North 45°55'00" East, 27.52 feet to a point; thence, extending along the southerly line of a Permanent Utility Easement, on and through the Scalzo lands as shown on said plan, North 67°13'12" East, 66.06 feet to a point in the line of the aforementioned Gordon lands, said point being the point and place of beginning.

Herbert H. Metz, Inc. Since 1912



EXHIBIT "C"

Utility Easement Plan



NL UPPER DUBLIN TOWNSHIP
BLOCK 48, UNIT 7

N 45°55'00" E
145.00'

PERMANENT
UTILITY
EASEMENT
(SEE DETAIL.)

NL JOHN &
ANNE W. WANG
BLOCK 48, UNIT 64

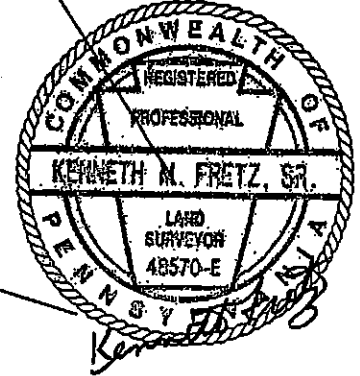
10' WIDE TEMP.
CONSTRUCTION
EASEMENT
(SEE DETAIL.)

EXISTING, 20' WIDE
SANITARY SEWER EASEMENT

NL JEFFERY N. &
NANCY J. GORDON
BLOCK 48F, UNIT 42

NL HYUN J. LEE &
CONRAD C. REED
BLOCK 48F, UNIT 18

NL FRANK P. &
MARIA O. SCALZO
BLOCK 48F, UNIT 19

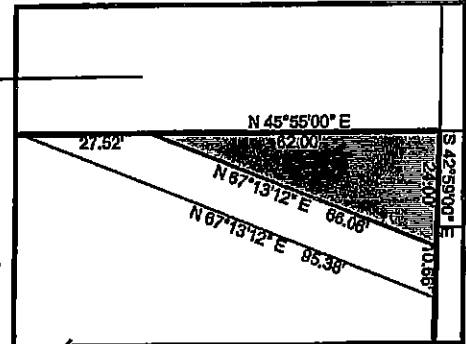


NL KENNETH P. &
CAROL S. APFELBAUM
BLOCK 48F, UNIT 41

NL KEVIN T. &
KATHLEEN C. KELLEY
BLOCK 48F, UNIT 16

NL BRUCE M.
SCHWARTZ
BLOCK 48F, UNIT 17

NL DANIEL J. &
BARBARA BREUER
BLOCK 48F, UNIT 40



UTILITY
EASEMENT DETAIL

TRESSLER

DRIVE

2	REVISE TO UTILITY EASEMENT	05-05-10
1	REVISE EASEMENT LAYOUT	03-31-10
No.	REVISIONS	DATE
—	DATE OF ISSUE	08-04-08

UTILITY EASEMENT PLAN LANDS OF FRANK P. & MARIA O. SCALZO PREPARED FOR UPPER DUBLIN TOWNSHIP LAND SITUATE UPPER DUBLIN TWP., MONTGOMERY CO. PA.		PROJECT MANAGER JAW
		PROJECT NUMBER UD7.127
		REFERENCE NUMBER UD8.145
 Metz Engineers 410 Dorefine Ave., PO Box 647, Lanedale PA 19446-0647 Civil Engineers & Land Surveyors (215) 855-3111		SCALE 1"=100' PLAN SHEET NUMBER 1 of 1

NOTES:

- OWNER OF RECORD:
FRANK P. & MARIA O. SCALZO
1240 TRESSLER DRIVE
FT. WASHINGTON, PA 19034
PARCEL# 54-00-15815-09-7
TAXMAP BLOCK 48F, UNIT 19
DEED BOOK 5026, PAGE 1381
- BOUNDARY INFORMATION TAKEN FROM DEEDS,
PLANS OF RECORD. NO RETRACEMENT SURVEY
PERFORMED FOR THE PREPARATION OF THIS
PLAN.

RESOLUTION
NO. 10-2064

RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN
TOWNSHIP ADOPTING THE UPPER DUBLIN TOWNSHIP
COMPREHENSIVE PLAN

WHEREAS, the Planning Commission of Upper Dublin Township has presented the Board of Commissioners with comprehensive plan for the Township and recommended its adoption; and

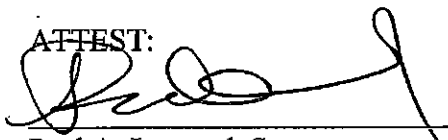
WHEREAS, the Board of Commissioners finds that the proposed comprehensive plan is generally consistent with and compatible with the Comprehensive Plan of Montgomery County, entitled *Shaping Our Future – A Comprehensive Plan for Montgomery County*; and

WHEREAS, the Township has submitted the proposed comprehensive plan to the Montgomery County Planning Commission, the contiguous municipalities, and to the Upper Dublin School District, and has considered the comments submitted in response.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin, hereby accepts and adopts the attached Upper Dublin Comprehensive Plan including all maps, charts, textual matter, and other matters that form a part of it.

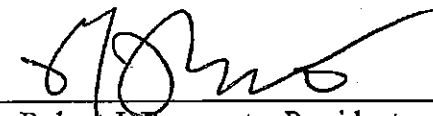
RESOLVED, this 9th day of November, 2010.

ATTEST:



Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 

Robert J. Pesavento, President

RESOLUTION

NO. 10-2065

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF A GENERAL
CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF
A FIRE HOUSE ON TOWNSHIP PROPERTY SITUATE AT 1245
FORT WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire house at 1245 Fort Washington Avenue ("New Fire House"), and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to perform the referenced work, bid documents were prepared for the New Fire House for separate contracts for General Construction, Mechanical Construction, Electrical Construction, and Plumbing Construction, and were made available to bidders in accordance with the provisions of the First Class Township Code; and

WHEREAS, the Township advertised for sealed bids for construction of the New Fire House; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on the 26th day of October, 2010, at 3:30 p.m.; and

WHEREAS, bids for General Construction were received as summarized by the General Contractor Bid Tabulation attached hereto as Exhibit "A"; and

WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find to be the lowest responsible bidder for the General Construction work and award a contract for the General Construction work to Skepton Construction of Pennsburg, Pennsylvania ("General Construction Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The bid submitted by Skepton Construction of Pennsburg, Pennsylvania in the amount of:

Option 1: Base Bid and Alternates 1, 3, 4, 5, 6, 10, 11, 12
\$4,076,001.00

OR

Option 2: Base Bid and Alternates 1, 3, 4, 5, 6, 10, 12
\$4,036,001.00

is hereby accepted as the "General Construction Contract Price" and a General Construction Contract for the work is hereby awarded to Skepton Construction of Pennsburg, Pennsylvania.

3. The Township Manager is hereby authorized and directed to execute the General Construction Contract for the General Construction work in the amount of the General Construction Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution. Upon complete execution of the General Construction Contract, the bonds and/or checks of the other bidders are to be returned to the said other bidders, and all bids for the General Construction work other than that of Skepton Construction are to be rejected.

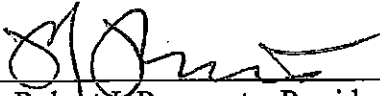
4. The Township Manager shall supervise the performance, administration and faithful execution of the General Construction Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the General Construction Contract to the Board of Commissioners.

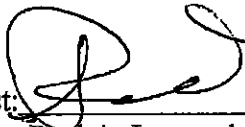
5. The Township Manager's authority to approve increases to the General Construction Contract Price is limited to an increase of no more than ten percent (10%) of the General Construction Contract Price accepted by this Resolution, or a total modified General Construction Contract Price of no more than one hundred ten percent (110%) of the General Construction Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners approval.

6. The Township Finance Director shall make payments under the General Construction Contract only pursuant to and in accordance with the contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of November, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Pesavento, President

Attest: 
Paul A. Leonard, Secretary
Township Secretary



Upper Dublin Township Firehouse
 DEI Project #12042
 General Contractor Bid Tabulation
 October 26, 2010 @ 3:30 PM

BASE BID	Adams Bickel	Centre Point	DeCo Mgmt	E. R. Stuebner	Hollenbach	Martell Const	Newport	Penn Builders	Skopion	Walter Brucker
Alternate G-1 ADDEDUCT cost to perform all work in accordance with the alternate bid schedule listed on the phasing plan.	\$4,615,200 (\$2,500.00)	\$5,478,000 \$28,000.00	\$4,746,000 \$0.00	\$4,441,000 (\$5,000.00)	\$4,573,000 NC	\$5,404,000 NC	\$4,587,000 NC	\$4,082,000 NC	\$4,065,000 (\$1,000.00)	\$5,363,000 NC
Alternate G-2 ADD cost to extend the labor and material warranty for all equipment and materials including defects & failures for 2 yrs from the date of sub. completion of project.	\$15,000.00	No Bid	\$0.00	\$5,000.00	\$50,000.00	NC	\$50,000.00	\$39,500.00	\$5,000.00	\$21,900.00
Alternate G-3 ADD cost to extend the labor and material warranty for all equipment and materials including defects and failures for 3 yrs from the date of sub. completion of project.	\$30,000.00	No Bid	\$15,000.00	\$20,000.00	\$132,200.00	\$20,000.00	\$100,000.00	\$95,000.00	\$10,000.00	\$54,600.00
Alternate G-4 ADD cost to have all excavations for rock deemed unclassified.	\$30,000.00	\$45,000.00	\$15,000.00	\$30,000.00	\$10,000.00	\$23,000.00	\$50,000.00	\$25,000.00	\$5,000.00	\$182,800.00
Alternate G-5 ADD cost to change all fill shown within the new building footprint and extend out to 15 feet of the perimeter of the building footprint to 2A modified stone.	\$100,000.00	\$98,000.00	\$100,000.00	\$98,000.00	\$139,151.00	\$87,000.00	\$105,000.00	\$158,000.00	\$1.00	\$116,400.00
Alternate G-6 DEDUCT cost of lighted LED sign box only shown in detail 1/A/2. The sign base and conduit shall remain in the base bid.	(\$27,000.00)	(\$23,000.00)	(\$21,000.00)	(\$27,000.00)	(\$20,975.00)	(\$26,000.00)	(\$27,000.00)	(\$27,000.00)	(\$29,000.00)	(\$28,700.00)
Alternate G-8 ADDEDUCT cost to provide contractor option alternate brick veneer in lieu of brick veneer specified in Section 042113. List the proposed manufacturer and brick type.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(\$30,000.00)	No Bid
Alternate G-8A ADDEDUCT cost to contractor option alternate metal roofing in lieu of metal roofing specified in Section 076113. List the proposed manufacturer and roof type.	No Bid	No Bid	No Bid	(\$40,000.00) Firestone	No Bid	No Bid	No Bid	No Bid	(\$20,000.00) Firestone	No Bid
Alternate G-8B ADDEDUCT cost to provide contractor option alternate stone veneer in lieu of stone veneer specified in Section 047000. List the proposed Mfg. & veneer.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(\$4,000.00)	No Bid
Alternate G-8D ADDEDUCT cost to provide contractor option overhead door as specified.	(\$700.00) Haas CMT816	No Bid	\$0 Wayne Dutton	No Bid	(\$2,000.00) Wayne Dutton	(\$10,000.00) Wayne Dutton	No Bid	No Bid	(\$1,000.00) Haas CMT	No Bid
Alternate G-9 DEDUCT cost to perform all work as specified on Dwg AR.1 to replace Epoxy Flooring Sys. in Rms 101, 102, 104, 105, 106, 106A, 107, 109 & 110 with concrete sealer.	(\$58,550.00)	(\$45,000.00)	(\$19,000.00)	(\$10,000.00)	(\$23,900.00)	(\$10,000.00)	(\$34,000.00)	(\$28,000.00)	(\$29,000.00)	(\$33,400.00)
Alternate G-9A DEDUCT cost to replace ceramic tile in hallways 161 -166 with vinyl composition tile.	(\$10,300.00)	(\$0,500.00)	(\$9,500.00)	(\$8,000.00)	(\$7,700.00)	(\$4,000.00)	(\$50,000.00)	(\$7,000.00)	(\$17,000.00)	(\$8,700.00)
Alternate G-10 ADD cost to install sod in lieu of seed in the areas between the parking driveways and building and the area between the street and building.	\$10,500.00	\$33,000.00	\$7,500.00	\$6,000.00	\$10,700.00	\$12,000.00	\$10,000.00	\$19,500.00	\$6,000.00	\$9,300.00
Alternate G-11 ADD cost to provide concrete paving in lieu of bituminous paving for all heavy duty paving shown on dwg. C05. Concrete paving to be 8" in depth, over 6" stone base.	\$108,120.00	\$78,000.00	\$98,000.00	\$10,000.00	\$22,100.00	\$237,000.00	\$260,000.00	\$0.00	\$40,000.00	\$65,600.00
Alternate G-12 DEDUCT cost to eliminate the entire tiding wall system in Room 159 as specified.	(\$21,500.00)	(\$22,000.00)	(\$18,900.00)	(\$27,000.00)	(\$26,600.00)	(\$20,000.00)	(\$20,000.00)	(\$23,500.00)	(\$20,000.00)	(\$21,200.00)
Alternate G-13 ADD cost to extend interior footings to 3' below grade.	\$15,000.00	\$38,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$13,000.00	\$15,000.00	\$5,000.00	\$4,500.00	\$4,900.00

RESOLUTION

NO. 10-2066

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF A PLUMBING
CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF
A FIRE HOUSE ON TOWNSHIP PROPERTY SITUATE AT 1245
FORT WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire house at 1245 Fort Washington Avenue ("New Fire House"), and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to perform the referenced work, bid documents were prepared for the New Fire House for separate contracts for General Construction, Mechanical Construction, Electrical Construction, and Plumbing Construction, and were made available to bidders in accordance with the provisions of the First Class Township Code; and

WHEREAS, the Township advertised for sealed bids for construction of the New Fire House; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on the 26th day of October, 2010, at 3:30 p.m.; and

WHEREAS, bids for Plumbing Construction were received as summarized by the Plumbing Contractor Bid Tabulation attached hereto as Exhibit "A"; and

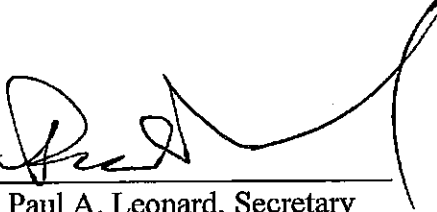
WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find to be the lowest responsible bidder for the Plumbing Construction work and award a contract for the Plumbing Construction work to Guy M. Cooper of Willow Grove, Pennsylvania ("Plumbing Construction Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The bid submitted by Guy M. Cooper of Willow Grove, Pennsylvania, in the amount of \$440,000.00 for the Base Bid and Alternate 1 is hereby accepted as the "Plumbing Construction Contract Price" and a Plumbing Construction Contract for the work is hereby awarded to Guy M. Cooper of Willow Grove, Pennsylvania.
3. The Township Manager is hereby authorized and directed to execute the Plumbing Construction Contract for the Plumbing Construction work in the amount of the Plumbing Construction Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution. Upon complete execution of the Plumbing Construction Contract, the bonds and/or checks of the other bidders are to be returned to the said other bidders, and all bids for the Plumbing Construction work other than that of Guy M. Cooper of Willow Grove, Pennsylvania are to be rejected.
4. The Township Manager shall supervise the performance, administration and faithful execution of the Plumbing Construction Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the Plumbing Construction Contract to the Board of Commissioners.
5. The Township Manager's authority to approve increases to the Plumbing Construction Contract Price is limited to an increase of no more than ten percent (10%) of the Plumbing Construction Contract Price accepted by this Resolution, or a total modified Plumbing Construction Contract Price of no more than one hundred ten percent (110%) of the Plumbing Construction Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners approval.
6. The Township Finance Director shall make payments under the Plumbing Construction Contract only pursuant to and in accordance with the contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of November, 2010.

Attest:


Paul A. Leonard, Secretary
Township Secretary

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By:

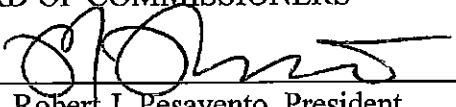

Robert J. Pesavento, President

EXHIBIT "A"



Upper Dublin Township Firehouse
DEI Project #12042

Plumbing Contractor Bid Tabulation
October 26, 2010 @ 3:30 PM

	Base Bid	Alternate P-1 ADD/DEDUCT cost to perform all work in accordance with the alternate bid schedule listed on the phasing plan.	Alternate P-2 ADD cost to extend the labor and material warranty for all equipment and materials including defects & failures for 2 yrs from the date of sub.completion of project.	Alternate P-3 ADD cost to extend the labor and material warranty for all equipment and materials including defects and failures for 3 yrs from the date of sub. completion of project.
Adams Bickel				
B&E Boilerworks				
DeCo				
Dual Temp	\$546,000.00	NC	\$2,500.00	\$5,000.00
FS Mechanical	\$526,900.00	\$1.00	\$1,500.00	\$3,000.00
Guy Cooper	\$440,000.00	\$0.00	\$6,500.00	\$12,000.00
Integrity Mechanical	\$495,800.00	\$0.00	\$5,000.00	\$10,000.00
JBM Mechanical	\$487,000.00	\$1.00	\$3,000.00	\$6,000.00
Myco Mechanical				
PMC Mechanical	\$463,000.00	NC	\$6,000.00	\$10,000.00
Slatts Mechanical	\$476,500.00	NC	\$5,000.00	\$10,000.00
TMI Mechanical	\$472,000.00	NC	\$3,500.00	\$7,000.00
Vision Mechanical	\$474,000.00	NC	\$1,500.00	\$2,500.00

RESOLUTION

NO. 10-2067

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF A MECHANICAL
CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF
A FIRE HOUSE ON TOWNSHIP PROPERTY SITUATE AT 1245
FORT WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire House at 1245 Fort Washington Avenue, ("New Fire House") and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to perform the referenced work, bid documents were prepared for the New Fire House for separate contracts for General Construction, Mechanical Construction, Electrical Construction, and Plumbing Construction, and were made available to bidders in accordance with the provisions of the First Class Township Code; and

WHEREAS, the Township advertised for sealed bids for construction of the New Fire House; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on the 26th day of October, 2010, at 3:30 p.m.; and

WHEREAS, bids for Mechanical Construction were received as summarized by the Mechanical Contractor Bid Tabulation attached hereto as Exhibit "A"; and

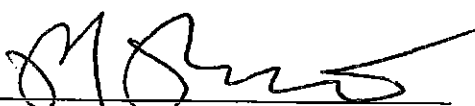
WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find to be the lowest responsible bidder for the Mechanical Construction work and award a contract for the Mechanical Construction work to Guy M. Cooper of Willow Grove, Pennsylvania ("Mechanical Construction Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The bid submitted by Guy M. Cooper of Willow Grove, Pennsylvania, in the amount of \$796,000.00 for the Base Bid and Alternates 1, 3 and 4 is hereby accepted as the "Mechanical Construction Contract Price" and a Mechanical Construction Contract for the work is hereby awarded to Guy M. Cooper of Willow Grove, Pennsylvania.
3. The Township Manager is hereby authorized and directed to execute the Mechanical Construction Contract for the work in the amount of the Mechanical Construction Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution. Upon complete execution of the Mechanical Construction Contract, the bonds and/or checks of the other bidders are to be returned to the said other bidders, and all bids for the Mechanical Construction work other than that of Guy M. Cooper are to be rejected.
4. The Township Manager shall supervise the performance, administration and faithful execution of the Mechanical Construction Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the Mechanical Construction Contract to the Board of Commissioners.
5. The Township Manager's authority to approve increases to the Mechanical Construction Contract Price is limited to an increase of no more than ten percent (10%) of the Mechanical Construction Contract Price accepted by this Resolution, or a total modified Mechanical Construction Contract Price of no more than one hundred ten percent (110%) of the Mechanical Construction Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners authorization.
6. The Township Finance Director shall make payments under the Mechanical Construction Contract only pursuant to and in accordance with the Contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of November, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Resavento, President

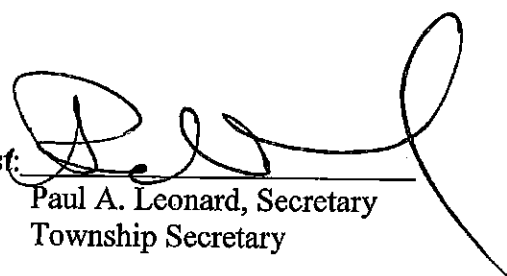
Attest: 
Paul A. Leonard, Secretary
Township Secretary

EXHIBIT "A"



Upper Dublin Township Firehouse
DEI Project #12042

Mechanical Contractor Bid Tabulation
October 26, 2010 @ 3:30 PM

	Base Bid	Alternate H-1 ADD/DEDUCT cost to perform all work in accordance with the alternate bid schedule listed on the phasing plan.	Alternate H-2 ADD cost to extend the labor and material warranty for all equipment and materials including defects & failures for 2 yrs from the date of sub.completion of project.	Alternate H-3 ADD cost to extend the labor and material warranty for all equipment and materials including defects and failures for 3 yrs from the date of sub. completion of project.	Alternate H-4 DEDUCT cost to eliminate entire engine exhaust system as specified	Alternate H-5 ADD/DEDUCT cost to provide a control system by Energy Equipment and Control Inc.	Alternate H-6 DEDUCT cost of contractor option HVAC control system
Adams Bickel							
B&E Boilerworks	\$835,000.00	NC	\$6,300.00	\$7,500.00	(\$103,000.00)	\$49,850.00	Trane \$0.00
DeCo							
Dual Temp	\$936,500.00	NC	\$5,500.00	\$12,000.00	(\$95,000.00)	\$45,000.00	No Bid
FS Mechanical	\$911,000.00	\$15,000.00	\$12,700.00	\$25,000.00	(\$40,000.00)	\$46,000.00	Delta (\$15,000.00)
Guy Cooper	\$870,000.00	\$0.00	\$7,500.00	\$20,000.00	(\$94,000.00)	\$40,000.00	Aion NC
Integrity Mechanical	\$918,000.00	\$0.00	\$20,000.00	\$40,000.00	(\$82,000.00)	\$46,500.00	TM CMB (\$21,600.00)
JBM Mechanical	\$887,000.00	\$1.00	\$3,300.00	\$6,500.00	(\$95,000.00)	\$41,000.00	Tuffin/Honeywell \$39,000.00
Mycos Mechanical	\$994,000.00	NC	\$10,000.00	\$25,000.00	(\$95,000.00)	\$43,000.00	Aion/CMB (\$20,400.00)
PMC Mechanical	\$1,045,000.00	NC	\$38,700.00	\$45,700.00	(\$44,800.00)	No Bid	No Bid
Siatts Mechanical							
TMI Mechanical							
Vision Mechanical							

RESOLUTION

NO. 10-2068

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF AN ELECTRICAL
CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF
A FIRE HOUSE ON TOWNSHIP PROPERTY SITUATE AT 1245
FORT WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire house at 1245 Fort Washington Avenue ("New Fire House"), and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to perform the referenced work, bid documents were prepared for the New Fire House for separate contracts for General Construction, Mechanical Construction, Electrical Construction, and Plumbing Construction, and were made available to bidders in accordance with the provisions of the First Class Township Code; and

WHEREAS, the Township advertised for sealed bids for construction of the New Fire House; and

WHEREAS, all sealed bids were received and opened by the Township at its municipal building on the 26th day of October, 2010, at 3:30 p.m.; and

WHEREAS, bids for Electrical Construction were received as summarized by the Electrical Contractor Bid Tabulation attached hereto as Exhibit "A"; and


WHEREAS, the Township's staff and consultants have reviewed the bids and recommend that the Board of Commissioners find to be the lowest responsible bidder for the Electrical Construction work and award a contract for the Electrical Construction work to Martell Electric Co. of Penns Grove, New Jersey ("Electrical Construction Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The bid submitted by Martell Electric Co. of Penns Grove, New Jersey, in the amount of \$1,084,410.00 for the Base Bid and Alternates 1, 3 and 4 is hereby accepted as the "Electrical Construction Contract Price" and an Electrical Construction Contract for the work is hereby awarded to Martell Electric Co. of Penns Grove, New Jersey.
3. The Township Manager is hereby authorized and directed to execute the Electrical Construction Contract for the Electrical Construction work in the amount of the Electrical Construction Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution. Upon complete execution of the Electrical Construction Contract, the bonds and/or checks of the other bidders are to be returned to the said other bidders, and all bids for the Electrical Construction work other than that of Martell Electric Co. are to be rejected.
4. The Township Manager shall supervise the performance, administration and faithful execution of the Electrical Construction Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the Electrical Construction Contract to the Board of Commissioners.
5. The Township Manager's authority to approve increases to the Electrical Construction Contract Price is limited to an increase of no more than ten percent (10%) of the Electrical Construction Contract Price accepted by this Resolution, or a total modified Electrical Construction Contract Price of no more than one hundred ten percent (110%) of the Electrical Construction Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners approval.
6. The Township Finance Director shall make payments under the Electrical Construction Contract only pursuant to and in accordance with the contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of November, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Pesavento, President

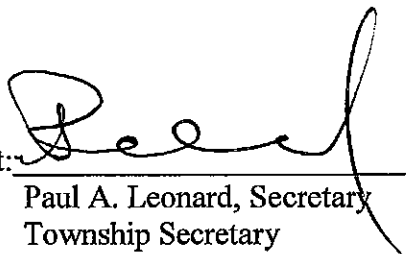
Attest: 
Paul A. Leonard, Secretary
Township Secretary

EXHIBIT "A"



Upper Dublin Township Firehouse
DEI Project #12042

Electrical Contractor Bid Tabulation
October 26, 2010 @ 3:30 PM

	Albarelli Electric	A.N. Lynch	BSI Electric	Catanzaro Electric	Martel Electric
Base Bid	\$1,225,570.00	\$1,099,014.00	\$1,166,000.00	\$1,200,000.00	\$1,078,000.00
Alternate E-1 ADD/DEDUCT cost to perform all work in accordance with the alternate bid schedule listed on the phasing plan.	\$0.00	NC	NC	NC	\$0.00
Alternate E-2 ADD cost to extend the labor and material warranty for all equipment and materials including defects & failures for 2 yrs from the date of sub.completion of project.	\$10,480.00	\$10,990.00	\$6,250.00	\$5,000.00	\$4,570.00
Alternate E-3 ADD cost to extend the labor and material warranty for all equipment and materials including defects and failures for 3 yrs from the date of sub.completion of project.	\$18,240.00	\$21,980.00	\$9,500.00	\$7,000.00	\$6,410.00
Alternate E-4 ADD cost to have all excavations deemed unclassified.	\$15,120.00	\$7,500.00	\$5,000.00	\$22,500.00	\$0.00
Alternate E-5 ADD/DEDUCT cost to provide a fire alarm system by Simplex-Grinnel	\$6,985.00	NC	\$2,500.00	NC	\$550.00
Alternate E-6 ADD/DEDUCT cost to provide LED exterior light fixtures with the base bid lighting packages submitted by Diversified Lighting	\$16,576.00	\$18,000.00	\$17,000.00	\$15,000.00	\$18,000.00
Alternate E-7 ADD/DEDUCT cost to provide alternate lighting package submitted by Penn Lighting Associates or Illuminations	Illumination \$22,409.00	Penn Lighting \$18,000.00	Penn Lighting \$17,000.00	Sulara/Penn (\$21,000.00)	Penn \$28,000.00

RESOLUTION

NO. 10-2069

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF A CONSTRUCTION
TESTING CONTRACT FOR THE CONSTRUCTION OF A FIRE
HOUSE ON TOWNSHIP PROPERTY SITUATE AT 1245 FORT
WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire House at 1245 Fort Washington Avenue, ("New Fire House") and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to ensure the quality of the referenced work the Township requested proposals for the testing of construction phase materials used in the construction of the New Fire House; and

WHEREAS, proposals for Construction Testing were received as summarized by the Construction Phase Materials Testing Proposal Tabulation attached hereto as Exhibit "A"; and

WHEREAS, the Township's staff and consultants have reviewed the proposals and recommend that the Board of Commissioners award a contract for the Construction Testing work to Advantage Engineers, LLC of Allentown, Pennsylvania ("Construction Testing Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The proposal submitted by Advantage Engineers, LLC of Allentown, Pennsylvania, in the amount not to exceed \$35,000.00 is hereby accepted as the "Construction

Testing Contract Price" and a Construction Testing Contract for the work is hereby awarded to Advantage Engineers, LLC of Allentown, Pennsylvania.

3. The Township Manager is hereby authorized and directed to execute the Construction Testing Contract for the work in the amount of the Construction Testing Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution.

4. The Township Manager shall supervise the performance, administration and faithful execution of the Construction Testing Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the Construction Testing Contract to the Board of Commissioners.

5. The Township Manager's authority to approve increases to the Construction Testing Contract Price is limited to an increase of no more than ten percent (10%) of the Construction Testing Contract Price accepted by this Resolution, or a total modified Construction Testing Contract Price of no more than one hundred ten percent (110%) of the Construction Testing Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners authorization.

6. The Township Finance Director shall make payments under the Construction Testing Contract only pursuant to and in accordance with the Contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this _____ day of _____, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Pesavento, President

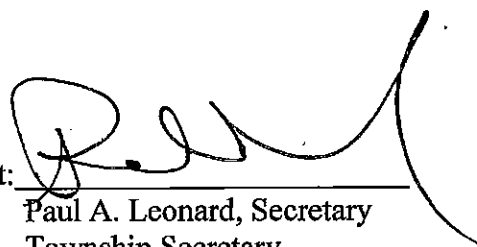
Attest: 
Paul A. Leonard, Secretary
Township Secretary

EXHIBIT "A"

UPPER DUBLIN TOWNSHIP FIRE HOUSE
MATERIALS TESTING PROPOSALS
October 27, 2010

D'HUY ENGINEERING INC.

RFP B - CONSTRUCTION PHASE MATERIALS TESTING

Office Location	Earth Engineering	Advantage Engineers
	East Norriton	Allentown
Earthwork		
Verification and Inspection of subgrades/ fill layers		
Per hour	\$45	\$42
Per ½ day	\$180	\$168
Per full day	\$360	\$336
Lab compaction ASTM D698	\$185	\$125
Lab compaction ASTM D1557	\$195	\$125
Inspection and testing of soil backfill placement		
Per hour	\$45	42
Per ½ day	\$180	168
Per full day	\$360	336
Asphalt Concrete Paving		
Field Inspection		
Per hour	\$45	\$42
Per ½ day	\$180	\$168
Per full day	\$360	\$336
Core samples per sample	\$50 w/ min of 15	\$145
Concrete		
Field Inspection		
Per hour	\$45	\$42
Per ½ day	\$180	\$168
Per full day	\$360	\$336
Cylinders - set of 5	\$90 w/ pick up	\$65
Masonry Inspection		
Field Inspection		
Per hour	\$45	\$42
Per ½ day	\$180	\$168
Per full day	\$360	\$336
ASTM C1019 & C143 set of 4 cubes	\$150	\$52
ASTM C447 masonry prisms set of 4	\$800	\$380
Structural Steel		
Field inspection		
Per hour	\$65	\$65
Per ½ day	\$260	\$260
Per full day	\$520	\$520
Attendance at meetings (per mtg)	\$95	\$90
Cost of 2nd technician on site	NC	NC
Estimate of total fees for project	\$32,536	\$34,610

RESOLUTION

NO. 10-2070

**A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN
AUTHORIZING THE AWARD OF AN HVAC TESTING
CONTRACT FOR THE CONSTRUCTION OF A FIRE HOUSE
ON TOWNSHIP PROPERTY SITUATE AT 1245 FORT
WASHINGTON AVENUE.**

WHEREAS, the Township of Upper Dublin ("Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Fire Company is designated as the officially recognized fire company for the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire house at 1245 Fort Washington Avenue ("New Fire House"), and directed Township staff to take the necessary and appropriate action to retain the necessary design professionals and prepare the necessary documents to plan, design, and contract for the construction of the New Fire House.

WHEREAS, in order to ensure the quality and proper function of the referenced work, the Township requested proposals for testing, adjusting, and balancing of the heating, ventilation and air conditioning work installed as part of the New Fire House construction; and

WHEREAS, proposals for HVAC Testing were received as summarized by the Adjusting and Balancing Proposal Tabulation attached hereto as Exhibit "A"; and

WHEREAS, the Township's staff and consultants have reviewed the proposals and recommend that the Board of Commissioners award a contract for the HVAC Testing work to Optimum Performance Balancing of Birdsboro, Pennsylvania ("HVAC Testing Contract"); and

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

1. The recitals set forth above are hereby incorporated as part of this Resolution.
2. The proposal submitted by Optimum Performance Balancing of Birdsboro, Pennsylvania, in the amount not to exceed \$15,000.00 is hereby accepted as the "HVAC Testing Contract Price" and an HVAC Testing Contract for the work is hereby awarded to Optimum Performance Balancing of Birdsboro, Pennsylvania.

3. The Township Manager is hereby authorized and directed to execute the HVAC Testing Contract for the HVAC Testing work in the amount of the HVAC Testing Contract Price, subject to completing pre-award requirements, and to take all such other action necessary and proper to carry out the purpose and intent of this Resolution.


4. The Township Manager shall supervise the performance, administration and faithful execution of the HVAC Testing Contract and is hereby authorized to take the necessary and appropriate action to carry out these duties including, but not limited to approval of contract modifications, issuance of change orders, stoppage of work, and termination of the contract. The Township Manager shall regularly report the status of the HVAC Testing Contract to the Board of Commissioners.

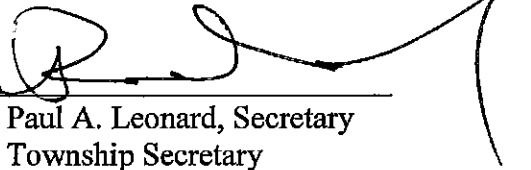
5. The Township Manager's authority to approve increases to the HVAC Testing Contract Price is limited to an increase of no more than ten percent (10%) of the HVAC Testing Contract Price accepted by this Resolution, or a total modified HVAC Testing Contract Price of no more than one hundred ten percent (110%) of the HVAC Testing Contract Price accepted by this Resolution. Any contract price increase that exceeds the authority granted to the Township Manager by this Resolution requires Board of Commissioners approval.

6. The Township Finance Director shall make payments under the HVAC Testing Contract only pursuant to and in accordance with the contract terms.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of November, 2010.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
Robert J. Pesavento, President

Attest: 
Paul A. Leonard, Secretary
Township Secretary

UPPER DUBLIN TOWNSHIP
 FIRE HOUSE PROJECT
 DEI PROJECT NO. 12042

TESTING, ADJUSTING AND BALANCING PROPOSAL TABULATION

October 27, 2010

Company	Proposed Cost NTE	Rate	Expenses Billed Monthly
Air Balancing Engineers, Inc.	\$22,500.00		
Principal		\$135.00	Van-\$115.00/crew day
TAB Technician		\$118.64	Van- \$75.00/man day
Commissioning Agent		\$129.50	
Office Support/CAD		\$50.00	
Flood & Sterling, Inc.			
	No Proposal		
H. T. Lyons Co.	\$18,000.00		
Balancer		\$113.00	
Optimum Performance Balancing	\$10,370.00		
Field Technician		\$115.00	
Tri State Balancing Co.	\$15,900.00		Included
TAB Supervisor		\$120.00	
Office Personnel		\$28.00	



RESOLUTION
NO. 10-2071

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A STORMWATER DRAINAGE EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from the STEPHEN and KAREN LITMAN (hereinafter "Grantor") a Deed of Dedication for a Stormwater Drainage Easement to include a temporary construction easement and a non-exclusive perpetual easement and right to enter upon, in, on, across and through and to use a section of the property identified as 1533 Jarrettown Road, Dresher, Pennsylvania 19025, Montgomery County Tax Parcel No. 54-00-09020-10-6 (hereinafter referred to as the "Litman Property") for stormwater drainage facilities; and

WHEREAS, Upper Dublin Township intends to install stormwater drainage facilities on the Litman Property through the use of the Stormwater Drainage Easement; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication for the Stormwater Drainage Easement so that the easement area will be put to public use.

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

1. The Deed of Dedication offered to the Township for a Stormwater Drainage Easement on the Litman Property is hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 9th day of November, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION
NO. 10-2072

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A STORMWATER DRAINAGE EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from the YOUNG H and MINJA KWON (hereinafter "Grantor") a Deed of Dedication for a Stormwater Drainage Easement to include a temporary construction easement and a non-exclusive perpetual easement and right to enter upon, in, on, across and through and to use a section of the property identified as 1537 Jarrettown Road, Dresher, Pennsylvania 19025, Montgomery County Tax Parcel No. 54-00-09020-20-5 (hereinafter referred to as the "Kwon Property") for stormwater drainage facilities; and

WHEREAS, Upper Dublin Township intends to install stormwater drainage facilities on the Kwon Property through the use of the Stormwater Drainage Easement; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication for the Stormwater Drainage Easement so that the easement area will be put to public use.

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

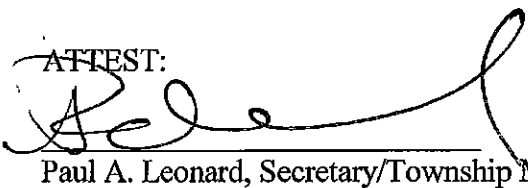
1. The Deed of Dedication offered to the Township for a Stormwater Drainage Easement on the Kwon Property is hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 9th day of November, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 10-2073

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2011.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2011 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 2011 budget was advertised as required by law and made available for public inspection on November 15, 2010, and,

WHEREAS, the proposed 2011 budget was advertised as required by law and was presented and amended at public hearings on November 16, 2010, November 20, 2010, and December 7, 2010, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2011;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2011.

ADOPTED this 14th day of December 2010.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Robert J. Pesavento, President

ATTEST: 

Paul A. Leonard, Secretary

RESOLUTION NO. 10-2074

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR ULTIMATE RIGHT-OF-WAY AND
MULTI-USE TRAIL EASEMENT**

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from CHR ASSOCIATES (hereinafter "Grantor") a Deed of Dedication, attached hereto as Exhibit "A", for an easement and right-of-way for a widened portion of Camphill Road, a public street, at and across the Grantor's property at 1085 Camphill Road in Upper Dublin Township (hereinafter "Street"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from Grantor a Multi-Use Trail Easement agreement, attached hereto as Exhibit "B", for a proposed portion of the Upper Dublin Trail System across the Grantor's property at 1085 Camphill Road in Upper Dublin Township (hereinafter "Trail Easement"); and

WHEREAS, Grantor intends to improve the property at 1085 Camphill Road ("Grantor Property") as shown by a plan entitled Final Plan, Record Plan, 1085 Camp Hill Road prepared for Parec 1060 Associates, L.P. by Woodrow & Associates, Inc. dated August 8, 2008, last revised March 25, 2010, and approved by the Board of Commissioners of Upper Dublin Township on April 13, 2010 (the "Plan"); and

WHEREAS, as a condition of approval of the Plan and to comply with the Upper Dublin Township Code, Grantor agreed to dedicate the Street and grant the Trail Easement to Upper Dublin Township; and

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

WHEREAS, the Board of Commissioners deems it to be in the public interest to enter into the Multi-Use Trail Easement agreement with the Grantor so that the trail may be constructed in the Trail Easement.

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

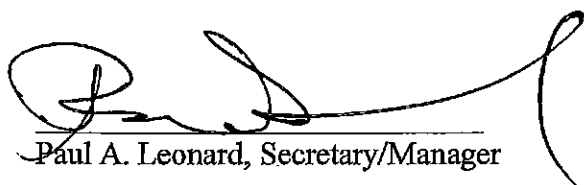
1. The Deed of Dedication offered to Upper Dublin Township by the Grantor for the widened portion of Camphill Road at 1085 Camphill Road is accepted.
2. The public street, as described in Exhibit "1", shall hereafter be designated on the official map of streets in the Township as a public street.
3. The Multi-Use Trail Easement agreement offered to Upper Dublin Township by the Grantor for the Upper Dublin Trail System, as described in Exhibit "2", is accepted.

4. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication, to execute the Multi-Use Trail Easement agreement, and to record said documents in the Office of Recorder of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14th day of December, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary/Manager

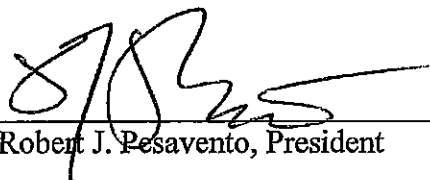
By: 
Robert J. Pesavento, President

Exhibit "1"
Deed of Dedication

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

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

Re: Parcel No. 54-00-03538-008

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY

GRANTOR: CHR Associates

GRANTEE: Township of Upper Dublin

DATED: 14th day of December, 2010

STREET DEED OF DEDICATION
ULTIMATE RIGHT-OF-WAY OF CAMP HILL ROAD

THIS DEED OF DEDICATION made this 14th day of December, 2010, between CHR ASSOCIATES, with an address at 731 Skippack Pike, Blue Bell, PA 19422, (the "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, (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant, bargain, sell and confirm unto the Grantee, its successors and assigns, an easement and right-of-way as described by Exhibit "A" attached hereto over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania, identified as 1085 Camphill Road, Montgomery County Tax Parcel No. 54-00-03538-008, being a widened portion of a street or highway known as Camphill Road, as shown on a plan entitled Final Plan, Record Plan, 1085 Camphill Road prepared for Parec 1060 Associates, L.P. by Woodrow & Associates, Inc. dated August 8, 2008, last revised March 25, 2010, and approved by the Board of Commissioners of Upper Dublin Township on April 13, 2010.

TO HAVE AND TO HOLD the aforesaid easement over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use and behoof of the Township of Upper Dublin, its successors and assigns, as and for the widened portion of a public road, street or highway, including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the Township of Upper Dublin, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said


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

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

GRANTOR:
CHR ASSOCIATES

BY: Parec Realty Partners, a Pennsylvania limited partnership, its general partner

BY: Parec Properties, Inc., its general partner

BY: 
Robert A. Ayerle, President Name:

ATTEST:


David S. Gray, Vice President

Accepted by Resolution of the Board of Commissioners of the TOWNSHIP OF UPPER

DUBLIN, 14th day of December, 2010.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF *Montgomery* :

ACKNOWLEDGEMENT

On this, the 10th day of November, 2010, before me, the undersigned officer, a Notary Public, personally appeared Robert A. Ayerle, known to me or satisfactorily proven to be the President of Parec Properties, Inc., whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of CHR Associates for the purposes therein contained.

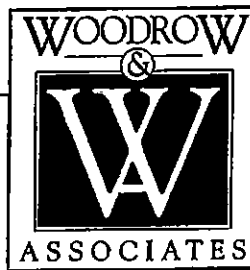
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine Mc Goldrick
Notary Public



Exhibit "A"

Job Number: 08-0105 d
Job Name: 1085 Camp Hill Road
Date: 5/26/2010 Rev. 6/21/2010
File Name: ROW Area offered for Ded.



Legal Description of Area from Ultimate Right of Way Line of Camp Hill Road to Title Line offered for Dedication

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 of 1085 Camp Hill Road, prepared by Woodrow & Associates, Inc., dated August 8, 2008, last revised April 28, 2010 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT on the title line of Camp Hill Road, said point being a common property corner of lands now or formerly of Parc 1060 Associates, LP (Block 52, Unit 12) and lands of Bell Telephone Company of Pennsylvania (Block 52, Unit 9) located near the intersection of the centerline of Camp Hill Road, being 55 feet wide and being widened to 70 feet wide with the addition of 15 feet to the southeasterly side, and the centerline of Elbow Lane, being 50 feet wide;

THENCE, leaving said point of beginning and continuing along the title line of Camp Hill Road, North 25 degrees 43 minutes 53 seconds East, a distance of 431.86 feet, to a point, a common property corner of said lands of Parc 1060 Associates, LP and lands now or formerly of 1100 Virginia Drive Associates (Block 52, Unit 15);

THENCE, along said lands of 1100 Virginia Drive Associates, South 52 degrees 38 minutes 42 seconds East, a distance of 44.49 feet, to a concrete monument to be set on the southeasterly ultimate right of way line of Camp Hill Road;

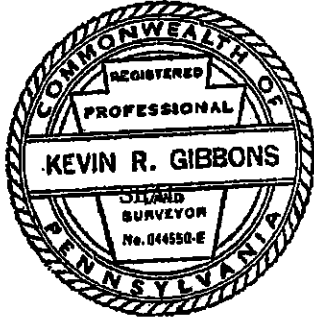
THENCE, along said southeasterly ultimate right of way line of Camp Hill Road, being 40 feet distant and parallel to the proposed centerline, the following four (4) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 460.00 feet, an arc distance of 69.58 feet, being subtended by a chord bearing of South 29 degrees 55 minutes 32 seconds West and a chord distance of 69.52 feet, to a point of tangent;
2. South 25 degrees 35 minutes 31 seconds West, a distance of 142.64 feet, to a point of curve;
3. Along an arc of a circle curving to the left, having a radius of 9,960.00 feet, an arc distance of 59.33 feet, being subtended by a chord bearing of South 25 degrees 25 minutes 17 seconds West and a chord distance of 59.33 feet, to a point of tangent;
4. South 25 degrees 15 minutes 03 seconds West, a distance of 160.34 feet, to a concrete monument to be set on the common property line between said lands of Parc 1060 Associates, LP and said lands of Bell Telephone Company of Pennsylvania;

THENCE, along said lands of Bell Telephone Company of Pennsylvania, North 52 degrees 06 minutes 07 seconds West, a distance of 41.44 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 17,017.57 Square Feet / 0.3907 Acres.

Job Number: 08-0105 d
Job Name: 1085 Camp Hill Road
Date: 5/26/2010 Rev. 6/21/2010
File Name: ROW Area offered for Ded.



A handwritten signature in black ink, appearing to read "Kevin R. Gibbons".

Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

Exhibit "2"
Multi-Use Trail Easement Agreement

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

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

Re: Parcel No. 54-00-03538-00-8

MULTI-USE TRAIL EASEMENT

GRANTOR: CHR Associates

GRANTEE: Township of Upper Dublin

DATED: December 14, 2010

MULTI-USE TRAIL EASEMENT

THIS EASEMENT made this 14th day of December, 2010,

by and between CHR ASSOCIATES, 731 Skippack Pike, Blue Bell, PA 19422 (hereinafter called "Grantor") and the TOWNSHIP OF UPPER DUBLIN, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034 (hereinafter called "Grantee").

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a certain parcel of land situate at 1085 Camp Hill Road in Upper Dublin Township, Montgomery County, Pennsylvania, and identified as Montgomery Tax Parcel No. 54-00-03538-00-8, Tax Map Block 52, Unit 12 (hereinafter called "Subject Property"); and

WHEREAS, Grantee desires to establish a pedestrian trail, also known as a Multi-Use Trail, Walking Path and/or Upper Dublin Trail System for recreational use by the general public, including, but not limited to walking, jogging, bicycling, and other similar recreational activities through and over the Subject Property (hereinafter called "Trail") and Grantor is willing to grant an easement to Grantee for the Trail purposes.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration paid to it by the Grantee, receipt of which is hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Grantor hereby grants and releases unto Grantee, its successors and assigns, a variable width non-specific easement for use by the general public and for construction,

reconstruction, improvement, operation, repair, and maintenance of the Trail on the Subject Property which will connect with and become a part of the Upper Dublin Township Trail System, and the necessary facilities, accessories and appurtenances used in connection therewith, and the right to enter upon the Trail Easement hereinafter described, for such purposes, in, on, under, over, through, and along certain land situate on the Subject Property, said Trail Easement being more particularly described and set forth by the legal description attached hereto and made a part hereof as Exhibit "A" and the plan attached hereto and made a part hereof as Exhibit "B."

TO HAVE AND TO HOLD: The same perpetually to the Grantee and its successors and assigns, together with the right and privilege at any and all times to it and to its agents to enter the Easement, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, and maintaining the said Trail, as hereinbefore described, and for making connection therewith.

2. Neither Grantor nor its successors or assigns shall erect or maintain any improvements on, over or under the Trail Easement, which would affect access to or use of the Trail, and other rights and privileges granted herein provided, however, Grantor shall be permitted to use the Trail Easement area provided the Grantor does not interfere with the safe operation of the Trail and further provided the Grantor provides prior written notice of said use, completes all work thereon in an expedited manner and restores the Trail to its pre-existing condition following said use.

3. Grantor hereby further grants to the Grantee, a temporary construction easement over the Trail Easement Area and a ten foot (10') wide aisle on either side of the Trail Easement Area to construct the Trail in accordance with the Plan and the terms of this

Agreement. Grantee may conduct Trail construction activities within the legal right-of-way of Camp Hill Road.

4. The Trail Easement herein granted is not exclusive and Grantor and its successors and assigns reserve the right after prior written notice to the Grantee, to grant such other easements, rights or privileges over or under the Trail Easement to such persons and entities as Grantor and its successors or assigns may elect so long as such easements, rights, or privileges do not interfere with the Trail and such other rights granted to Grantee herein.

5. The Grantee hereby covenants and agrees with Grantor to continuously maintain the Trail so as to provide safe access thereto.

6. At such time as the Trail is constructed and open to the public, Grantee covenants and agrees that Grantee shall and will, at all times, indemnify, protect, and save harmless Grantor from and against all claims for damage of whatsoever kind or nature arising in any manner or under any circumstances from the use of the Trail that is attributable to the sole fault, failure, or negligence of Grantee or its employees, whether such damage be sustained by Grantee, its employees, invitees, trail users, or by other persons or corporations which seek to hold Grantor liable.

7. All construction expense for the Trail shall be at the sole cost and expense of Grantee.

8. The Grantor, for itself, its successors, and assigns will warrant and defend the Trail Easement herein granted to the Grantee, its successors, and assigns, forever, against all lawful claims and demands.

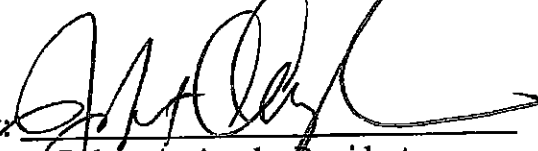
9. The Trail Easement shall at all times be deemed to be, and shall be, a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

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

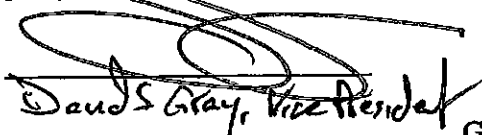
**GRANTOR:
CHR ASSOCIATES**

By: Parc Realty Partners, a Pennsylvania limited partnership, its general partner


By: Parc Properties, Inc., its general partner

By: 
Robert A. Ayerle, President

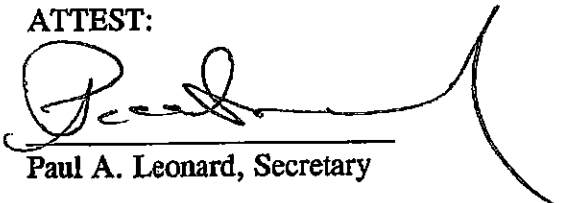
ATTEST:


David S. Gray, Vice President

**GRANTEE:
BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN**

By: 
Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Secretary

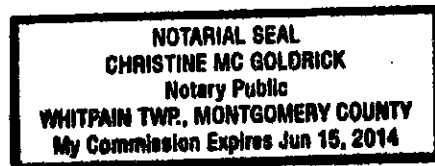
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF *Montgomery* :

On this, the 10th day of November, 2010, before me, the undersigned officer, a Notary Public, personally appeared Robert A. Ayerle, known to me or satisfactorily proven to be the President of Parec Properties, Inc., whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of CHR Associates for the purposes therein contained.

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

Christine Mc Goldrick

Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this, the 14th day of December, 2010, before me, a Notary Public, in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Pesavento, who acknowledged himself to be the President of the Board of Commissioners of Upper Dublin Township, a Township of the First Class, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

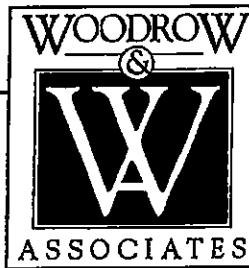
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorraine Karducci
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Job Number: 08-0105 d
Job Name: 1085 Camp Hill Road
Date: 5/26/2010
File Name: Prop. Walking Path Esmt.



**Legal Description of a Proposed Walking Path Easement upon
lands of Parc 1060 Associates, LP, known as
1085 Camp Hill Road**

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 of 1085 Camp Hill Road, prepared by Woodrow & Associates, Inc., dated August 8, 2008, last revised April 28, 2010 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT, a concrete monument to be set at the intersection of the southeasterly ultimate right of way line of Camp Hill Road, being 55 feet wide and being widened to 70 feet wide with the addition of 15 feet to the southeasterly side, with the common property line of lands of Parc 1060 Associates, LP (Block 52, Unit 12) and lands now or formerly of 1100 Virginia Drive Associates (Block 52, Unit 15);

THENCE, along said lands of 1100 Virginia Drive Associates, South 52 degrees 38 minutes 42 seconds East, a distance of 40.06 feet, to a point;

THENCE, through said lands of Parc 1060 Associates, LP, being 40 feet distant and parallel to the southeasterly ultimate right of way line, the following four (4) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 420.00 feet, an arc distance of 61.37 feet, being subtended by a chord bearing of South 29 degrees 46 minutes 41 seconds West and a chord distance of 61.31 feet, to a point of tangent;
2. South 25 degrees 35 minutes 31 seconds West, a distance of 142.64 feet, to a point of curve;
3. Along an arc of a circle curving to the left, having a radius of 9,920.00 feet, an arc distance of 59.09 feet, being subtended by a chord bearing of South 25 degrees 25 minutes 17 seconds West and a chord distance of 59.09 feet, to a point of tangent;
4. South 25 degrees 15 minutes 03 seconds West, a distance of 169.31 feet, to a point on the common property line between said lands of Parc 1060 Associates, LP and lands now or formerly of Bell Telephone Company of Pennsylvania (Block 523, Unit 9);

THENCE, along said lands of Bell Telephone Company of Pennsylvania, North 52 degrees 06 minutes 07 seconds West, a distance of 40.99 feet, to a concrete monument to be set at the intersection of said southeasterly ultimate right of way line of Camp Hill Road with the common property line between said lands of Parc 1060 Associates, LP and Said lands of Bell Telephone Company of Pennsylvania;

THENCE, along said southeasterly ultimate right of way line of Camp Hill Road, being 40 feet distant and parallel with the proposed centerline, the following four (4) courses and distances:

1. North 25 degrees 15 minutes 03 seconds East, a distance of 160.34 feet, to a point of curve;
2. Along an arc of a circle curving to the right, having a radius of 9,960.00 feet, an arc distance of 59.33 feet, being subtended by a chord bearing of North 25 degrees 25 minutes 17 seconds East and a chord distance of 59.33 feet, to a point of tangent;
3. North 25 degrees 35 minutes 31 seconds East, a distance of 142.64 feet, to a point of curve;

Job Number: 08-0105 d
Job Name: 1085 Camp Hill Road
Date: 5/26/2010
File Name: Prop. Walking Path Esmt.

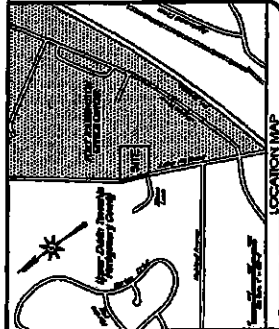
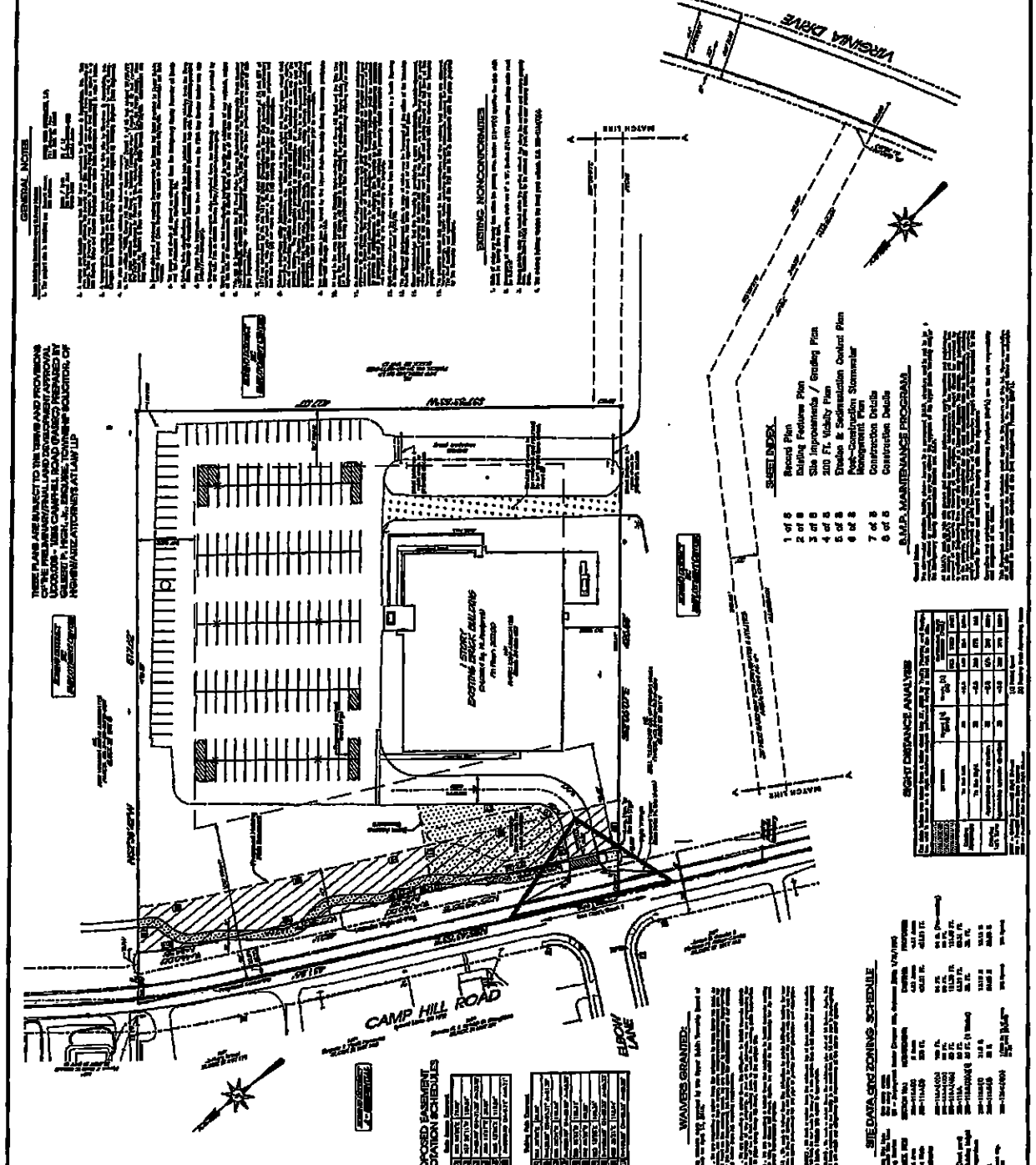
4. Along an arc of a circle curving to the right, having a radius of 460.00 feet, an arc distance of 69.58 feet, being subtended by a chord bearing of North 29 degrees 55 minutes 32 seconds East and a chord distance of 69.52 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 17,286.18 Square Feet / 0.3968 Acres.



A handwritten signature in black ink, appearing to read "Kevin R. Gibbons".

Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E



MUNICIPAL APPROVALS
 [List of approvals and dates]

PROPOSED EASEMENT ASSIGNMENT SCHEDULES

Item	Description	Start Date	End Date
1	[Easement 1]	[Date]	[Date]
2	[Easement 2]	[Date]	[Date]

WAIVERS GRANTED
 [List of waived codes and reasons]

SITE DATA AND ZONING SCHEDULE

Code	Area	Area (sq ft)	Notes
[Code]	[Area]	[Value]	[Notes]
[Code]	[Area]	[Value]	[Notes]

APPROVALS
 [Signatures and stamps of various agencies]

RESOLUTION
NO. 10-2075

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A STORMWATER DRAINAGE EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from the JARRETTOWN UNITED METHODIST CHURCH (hereinafter "Grantor") a Deed of Dedication for a Stormwater Drainage Easement to include a temporary construction easement and a non-exclusive perpetual easement and right to enter upon, in, on, across and through and to use a section of the property identified as 1460 N. Limekiln Pike, Dresher, Pennsylvania 19025, Montgomery County Tax Parcel No. 54-00-10069-00-2 (hereinafter referred to as the "Jarrettown Church Property") for stormwater drainage facilities; and

WHEREAS, Upper Dublin Township intends to install stormwater drainage facilities on the Jarrettown Church Property through the use of the Stormwater Drainage Easement; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication for the Stormwater Drainage Easement so that the easement area will be put to public use.

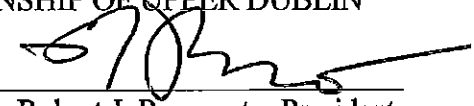
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for a Stormwater Drainage Easement on the Jarrettown Church Property is hereby accepted.

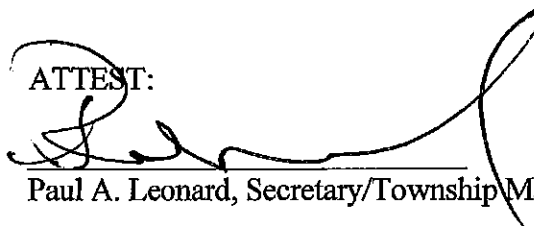
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14th day of December, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 10-2076

**RESOLUTION TO ACCEPT EASEMENT AGREEMENT
FOR WATER AND STORMWATER**

WHEREAS, the Township of Upper Dublin (the "Township") and the Fort Washington Fire Company No. 1 ("Fire Company") have a need for a new fire house from which to better provide emergency and fire fighting services throughout the Township; and

WHEREAS, the Township is authorized by the First Class Township Code of the Commonwealth of Pennsylvania to construct fire houses; and

WHEREAS, the Township of Upper Dublin plans to construct a New Fire House on Fort Washington Avenue in the Township; and

WHEREAS, on the 10th day of June, 2008, by Resolution No. 1993, the Board of Commissioners of the Township of Upper Dublin, authorized the planning, design and construction of a new fire house at 1245 Fort Washington Avenue (the "New Fire House") and directed Township staff to take the necessary and appropriate action to construct the New Fire House; and

WHEREAS, in order to provide water and stormwater service to the New Fire House, the Township of Upper Dublin desires to acquire, as authorized by and in accordance with the provisions of the First Class Township Code, an easement and a temporary construction easement across land located adjacent to the site of the New Fire House at 1222 Tressler Drive, Fort Washington, Pennsylvania 19034, being Montgomery County Parcel No. 54-00-15815-01-6, which is or was lately owned by Brian Callahan and Jennifer Callahan, husband and wife (hereinafter "Grantors"); and

WHEREAS, the Board of Commissioners of UPPER DUBLIN TOWNSHIP has received from Grantors an Easement Agreement for a permanent and a temporary construction easement for water and stormwater facilities across the Grantor's property at 1222 Tressler Drive in Upper Dublin Township (hereinafter "Water Facilities Easement"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to enter into the Easement Agreement with the Grantor so that water and stormwater facilities may be constructed in the Water Facilities Easement.

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

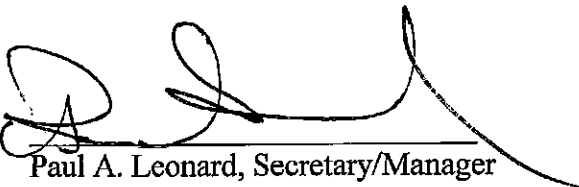
1. The Easement Agreement for a permanent and a temporary construction easement for water and stormwater facilities across the property at 1222 Tressler Drive in Upper Dublin Township is accepted.

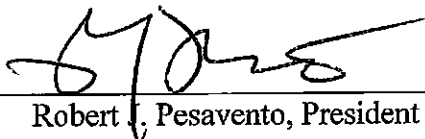
2. The proper officers of the Township are authorized to execute the Easement Agreement for Water and Stormwater, and to record said document in the Office of Recorder of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this *14th* day of *December*, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary/Manager

By: 
Robert J. Pesavento, President

RESOLUTION NO. 10-2077

**RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR PORTION OF VIRGINIA DRIVE**

WHEREAS, on October 6, 1964, the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") received from PHILADELPHIA ELECTRIC COMPANY (hereinafter "Grantor") a Deed of Dedication, attached hereto as Exhibit "A", for 0.606 acres of land for use as a public road, said road now being a portion of Virginia Drive at 1401 Virginia Drive (hereinafter "Street"); and

WHEREAS, the Deed of Dedication was recorded in the Office for Recording of Deeds in and for Montgomery County on October 19th, 1964, at Deed Book 3351, page 113; and

WHEREAS, the Street has been open for and used as a public street, and maintained by the Township, for more than twenty-one years; and

WHEREAS, by opening for use by the public and maintaining the Street the Township is presumed to have accepted the dedication of the Street; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to document and reaffirm the Township's acceptance of the Deed of Dedication by hereby formally accepting the Deed of Dedication so that the Street will be and remain open and dedicated for public use.

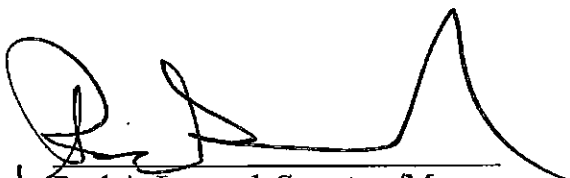
NOW, THEREFORE, in consideration of the above, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. The Deed of Dedication offered to the Township of Upper Dublin by the Grantor for the portion of Virginia Drive at 1401 Virginia Drive is affirmed as accepted.
2. The Street, as described in Exhibit "A", has and shall continue to be designated on the official map of streets in the Township as a public street.

RESOLVED, this 14th day of December, 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Paul A. Leonard, Secretary/Manager


By: 
Robert J. Pesavento, President

Exhibit "A"
Deed of Dedication

Montgomery County S. S.

Recorded in the Office for Recording of Deeds, &c.

In and for said county in _____ Deed _____ book

No. 3351 Page 113 &c.

Witness my hand and seal of office this _____ 19th

day of October 1964

John S. Magill
Recorder

50
700
800

DEED OF DEDICATION

PHILADELPHIA ELECTRIC COMPANY

PORTION OF VIRGINIA
12-1-06



TOWNSHIP OF UPPER DUBLIN

Premises:
Upper Dublin Township
Montgomery County
Pennsylvania

M

DMT/K

THIS INDENTURE made the 6th day of October A.D. 1964, between PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, (hereinafter called the Grantor) of the one part, and the TOWNSHIP OF UPPER DUBLIN, a First Class Township of the County of Montgomery and Commonwealth of Pennsylvania, (hereinafter called the Grantee) of the other part:

WITNESSETH, that the said Grantor, for and in consideration as well of the advantage to it accruing as for divers other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns:

ALL THAT CERTAIN strip or parcel of ground, situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the title line within the bed of Limekiln Pike and the middle line of Dreshertown Road, produced southwestwardly, at a corner common to ground of Philadelphia Electric Company, herein described, and ground now or late of Lydia Baker and extending thence from said point of beginning along the last mentioned ground S. 42° 45' W. 419.0 feet to a point on the title line within the bed of Susquehanna Road (L.R. 46101) (80' wide) a corner common to ground herein described and ground now or late of Lydia Baker; thence along the title line within the bed of Susquehanna Road N. 48° 30' W. 60.01 feet to a point; thence through ground of Philadelphia Electric Company, of which this is a part, and along ground now or late of Walter P. Nelson, on a line parallel with and 60 feet distant measured northwestwardly from and at right angles to the first above described course, N. 42° 45' E. 460.65 feet to a point on the aforementioned title line within the bed of Limekiln Pike a corner common to ground herein described and ground now or late of Walter P. Nelson and thence along the title line within the bed of Limekiln Pike S. 13° 20' E. 72.30 feet to the first mentioned point and place of beginning.

CONTAINING 0.606 of an acre, more or less.

BOK3351 PAGE 114

BEING part of the same premises which PHILADELPHIA ELECTRIC COMPANY acquired in fee by two (2) separate Indentures from WALTER P. NELSON and ISABELLA NELSON, his wife, ONE THEREOF bearing date the 9th day of July, A.D. 1954, and recorded in the Office for Recording of Deeds &c., in and for the County of Montgomery, aforesaid, in Deed Book No. 2484, page 228 &c., AND the OTHER THEREOF bearing even date herewith and intended to be forthwith recorded in the Office aforesaid.

TO HAVE AND TO HOLD the said strip or parcel of ground above described unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns, forever as and for a public road or highway and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said road had been opened by a Decree of the Court of Quarter Sessions of the Peace for the said County of Montgomery after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania. UNDER and SUBJECT, nevertheless, to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of The Counties Gas and Electric Company (to which Philadelphia Electric Company is successor) to Fidelity Trust Company (to which Fidelity-Philadelphia Trust Company is successor) as the same has been heretofore and may hereafter be amended and supplemented, for the security of the presently outstanding bonds of Philadelphia Electric Company and other and additional bonds which may hereafter be issued and outstanding under said mortgage as so amended and supplemented.

AND the said Grantor, for itself, its Successors and Assigns, does by these presents covenant, promise and agree to and with the said Grantee, its Successors and Assigns, that neither the said

Grantor nor its Successors or Assigns shall nor will at any time hereafter ask, demand, recover or receive of or from the said Grantee, its Successors or Assigns, any sum or sums of money as and for damages for or by reason of the physical grading of said road to the grade as now established, and if such grade shall not be established at the day of the date of these presents that neither it, the said Grantor, nor its Successors and Assigns, shall nor will at any time thereafter ask, demand, recover or receive any such damages by reason of the physical grading of the said road to conform to the grade as first thereafter established by the Grantee.

AND the said Grantor, for itself, its Successors, does by these presents further covenant, promise and agree to and with the said Grantee, its Successors and Assigns, that it, the said Grantor and its Successors, the said strip of ground above described unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, Shall and Will, SUBJECT as aforesaid, WARRANT and forever DEFEND.


IN WITNESS WHEREOF, the said Grantor has caused its common or corporate seal to be hereunto affixed duly attested the day and year first above written.

THE CONSIDERATION OF THIS
DEED DOES NOT EXCEED \$100.00

PHILADELPHIA ELECTRIC COMPANY

By


Vice-President


Secretary

BOOK 3351 PAGE 115

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this, the 6th day of October, 1964,
before me, *James S. Lynch*, the undersigned officer,
personally appeared *W. J. Jones*, who acknowledged
himself to be a Vice-President of PHILADELPHIA ELECTRIC COMPANY, a
corporation, and that he as such Vice-President, being authorized
to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of the corporation by
himself as Vice-President.

In Witness Whereof, I hereunto set my hand and official seal.

James S. Lynch
Notary Public
Notary Public, Philadelphia, Pennsylvania
My Commission Expires December 31, 1965

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 11-2078

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 29, 2011 as

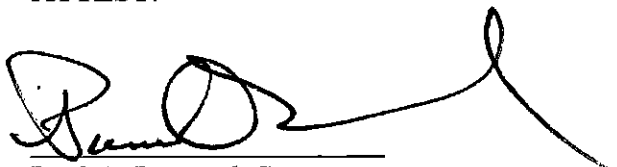
ARBOR DAY

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

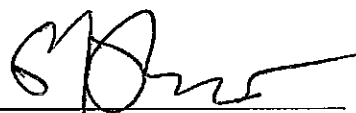
FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 8th day of February, A.D. 2011.

ATTEST:


Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

Resolution No. 11-2079

RESOLUTION REGARDING EARNED INCOME TAX COLLECTOR

WHEREAS, The Township of Upper Dublin levies a tax on earned income and net profits of residents of the Township ("EIT") under the Local Tax Enabling Act, 53 P.S. §6910, et seq.

WHEREAS, Act 32 of 2008 amended the Local Tax Enabling Act to provide for county-wide collection of EIT levied by school districts and municipalities;

WHEREAS, Act 32 of 2008 created the Montgomery County Tax Collection District ("TCD") and the Montgomery County Tax Collection Committee ("TCC") to govern the TCD and to retain a tax collector to collect EIT levied by municipalities and school districts within the TCD beginning January 1, 2012;

WHEREAS, the TCC has appointed Berkheimer Tax Administrator ("Berkheimer") to serve as the TCD Tax Collector beginning January 1, 2012;

The Board of Upper Dublin Township hereby resolves:


1. Effective January 1, 2012, in accordance with the terms and conditions of the Tax Agreement between the TCC and Berkheimer, Berkheimer shall serve as the Township's EIT tax collector for the 2012 tax year, with the express understanding that Upper Dublin Township will continue to collect taxes levied in the 2011 tax year through the close out of the 2011 tax year, including receiving fourth quarter employer and individual remittances, individual final returns, employer year-end reconciliations and delinquent taxes or reports arising from the completion of tax year 2011.

2. Any resolutions or parts thereof inconsistent herewith are hereby rescinded, cancelled and annulled.

RESOLVED, this 8th day of February, 2011.

Township of Upper Dublin

BY:


Robert J. Pesavento - President

ATTEST:


Paul A. Leonard - Secretary

RESOLUTION

NO. 11-2080

**RESOLUTION TO APPROVE UPPER DUBLIN TOWNSHIP'S
PARTICIPATION IN THE MONTOMGERY COUNTY 2011
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Upper Dublin Township seeks to participate in the 2011 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 of 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 met 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).

s. Excessive Force

The Governing Body through its police department regulations 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;

3. 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.

ADOPTED this 8th day of March, 2011.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



Robert J. Pesavento, President

Attest: 

Paul A. Leonard, Secretary

RESOLUTION

NO. 11-2081

THE TOWNSHIP OF UPPER DUBLIN RESOLVES TO ADVERTISE FOR BIDS FOR THE PURCHASE OF APPROXIMATELY 2,903 SQUARE FEET (0.066 ACRE) OF UNUSED TOWNSHIP LAND SITUATED ON EAST PENNSYLVANIA AVENUE BETWEEN MILL ROAD AND JACKSON AVENUE, UPPER DUBLIN TOWNSHIP, BEING MONTGOMERY COUNTY TAX PARCEL NO. 54-00-13270-00-5 AND AS MORE FULLY DESCRIBED BY THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

WHEREAS, the Township of Upper Dublin (hereinafter referred to as the "Township") owns a 2,903 square foot (0.066 acre) and twenty-five foot (25') wide lot on East Pennsylvania Avenue between Mill Road and Jackson Avenue, in the Township, said lot being identified as Montgomery County Tax Parcel No. 54-00-13270-00-5, Tax Map Block No. 59, Unit 24, and more fully described by Exhibit "A" (hereinafter referred to as the "Premises"); and

WHEREAS, the Premises was formerly used for a sewage pump station, said pump station having been decommissioned, demolished, and removed from the Premises; and

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

WHEREAS, the Township has determined that it will accept sealed WRITTEN bids for the purchase of the Premises; and

WHEREAS, the Township reserves the right to reject any and all bids that it receives for the Premises; and

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

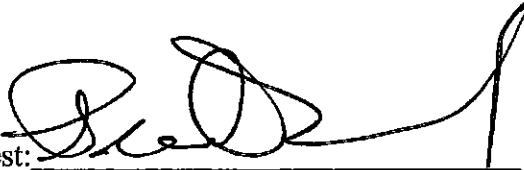
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The Township incorporates by reference the above recitation as if fully set forth herein.
2. The advertisement for sealed written bids for the purchase of approximately 2,903 square feet (0.066 acre) of unused land of the Township of Upper Dublin situated on East Pennsylvania Avenue between Mill Road and Jackson Avenue, Upper Dublin Township, being Montgomery County Tax Parcel No. 54-00-13270-00-5, Tax Map Block No. 59, Unit 24 (the "Premises"), 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 soliciting sealed written bids for the purchase of the Premises.
4. The sealed written bids for the purchase of the Premises must refer to and be based upon the terms and conditions set forth in this Resolution and contain a provision acknowledging that use and development of the Premises must comply with the Code of the Township of Upper Dublin and all applicable federal and state laws and regulations.
5. The Premises is to be sold "as is" and 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.

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 twenty (20) 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 the bid notice, or that are deemed to be less than the Township's appraised value of the Premises.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 12th of APRIL, 2011.

Attest: 
Paul A. Leonard, Township Secretary

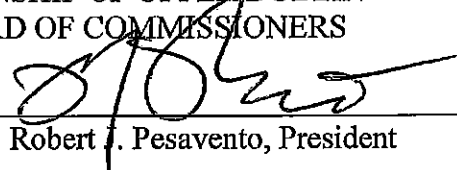
TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS
By: 
Robert J. Pesavento, President

EXHIBIT "A"

ALL THAT CERTAIN piece of ground situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, belonging to now or late William A. Biggerstaff as recorded in the Office for the Recording of Deeds for the County of Montgomery in Deed Book 395 page 270, and as shown on a plan prepared by Albright & Friel, Inc., Consulting Engineers, Philadelphia, Pennsylvania, dated March 29, 1954, bounded and described as follows:

BEGINNING at a point in the Northeasterly side line of Pennsylvania Avenue (fifty feet wide) said point being located a distance of 116.78 feet measured Southeasterly along the Northeasterly side line of Pennsylvania Avenue from the intersection of the Southeasterly side line of Mill Road (fifty feet wide) said point also being in the line dividing lands now or late of William A. Biggerstaff and North Hills Homes, Inc.

THENCE extending along the line dividing lands now or late William A. Biggerstaff and North Hills Homes, Inc., North 43 degrees 28 minutes East a distance of 114.84 feet to a point in line of lands of Fay and Ray Dorman.

THENCE extending along the line dividing lands of now or late William A. Biggerstaff and Fay and Ray Dorman South 46 degrees 32 minutes East 25.00 feet to a point.

THENCE extending along the line dividing lands of now or late William A. Biggerstaff and Fay and Ray Dorman and being parallel to and 25.00 feet Southeasterly from the first described course, South 43 degrees 28 minutes West, a distance of 114.86 feet to a point in the Northeasterly side line of Pennsylvania Avenue.

THENCE extending along the Northeasterly side line of the said Pennsylvania Avenue, curving to the right in a Northwesterly direction with a radius of 952.06 feet an arc distance of 25.10 feet to a point and place of beginning.


RESOLUTION NO. 11-2082

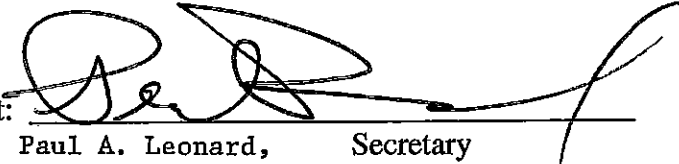
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

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

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No.6 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 12th day of APRIL, 2011 at a regular stated meeting of the Board of Commissioners.

By: 
Robert J. Pesavento, President

Attest: 
Paul A. Leonard, Secretary

AMENDMENT NO. 6

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

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on January 12, 1999, the Civil Service Commission hereby proposes the following amended regulations:

1. Article I. Definition of Terms, Section 101. Definitions, shall be amended to change "Eligible List" to "Eligibility List," and to add, alphabetically, definitions for "Medical Examination," "Physician," and "Qualified Medical Professional," as follows:

101. Definitions.

Unless otherwise expressly stated, the following words and phrases, wherever used in these rules and regulations, shall be construed to have the meaning indicated herein:

Certification

The submission to the Municipal Governing Body of names taken from the eligibility list developed by the Civil Service Commission.

Eligible

A person whose name is recorded on a current eligibility list or furlough list.

Eligibility List

The list of names of persons who have passed all examinations for a particular civil service position in the Police Department.

Medical Examination

The examination, procedure, inquiry or test designed to obtain information about medical history or a physical or mental condition which might disqualify an applicant if it would prevent the applicant from performing, with or without a reasonable accommodation, all of the essential functions of the position.

Physician

The meaning given to it in 1 Pa. C.S. § 1991(relating to definitions.)

Probationer

An officer in the Police Department who has been appointed from an eligibility list, but who has not yet completed his work-test period.

Qualified Medical Professional

An individual, in collaboration with or under the supervision or direction of a physician, as may be required by law, who is licensed: (1) as a physician assistant pursuant to the Act of

December 20, 1985 (P.L. 457, No. 112), known as the "Medical Practice Act of 1985," or the Act of October 5, 1978 (P.L. 1109, No. 261), known as the "Osteopathic Medical Practice Act;" or (2) as a certified registered nurse practitioner pursuant to the Act of May 22, 1951 (P.L. 317, No. 69), known as "The Professional Nursing Law."

2. Article III. Applications, Section 306. General Qualifications - Application for Corporal, Sergeant, Lieutenant and Deputy Chief, the first full paragraph thereof, shall be amended by deleting the requirement for a satisfactory grade on the latest service rating in Subparagraph E and modifying Subparagraphs C and D, as follows:

- C. demonstrated a working knowledge of police science and administration as ascertained by a promotional examination prescribed by the civil service commission; and,
- D. demonstrated an ability to deliver and supervise the work of subordinates.

3. Article III. Applications, Section 307. Investigation of the Applicant, shall be amended in its entirety, as follows:

A background investigation of the character and reputation of an applicant being considered for certification for appointment shall be made by the Chief of Police or his designee. The background investigation shall include a polygraph test as provided in Article VI. of the rules and regulations. The character and reputation of the applicant must be sufficient for him to merit appointment as a police officer. Reliance upon credit history and criminal records shall be in compliance with state and federal law. The background investigation shall include, but not be limited to, a criminal history check (submission of fingerprints), a credit history check, personal interviews with the applicant's employers (past five (5) years-work history), personal interviews of at least three (3) people who have personal knowledge of the applicant - not relatives, and the check of driving records to confirm a valid Pennsylvania motor vehicle drivers license.

After the completion of the background investigation, the Chief of Police or his designee, shall make a recommendation to the Commission whether or not the applicant has passed or failed the background investigation.

4. Article III. Applications, Section 310. Rejection of Applicant: Hearing, shall be amended in its entirety, as follows:

The Commission may refuse to examine or, if examined, may refuse to certify after examination as eligible, any applicant who is found to lack any of the minimum qualifications for examination prescribed in the rules and regulations adopted for the position or employment for which he has applied, or who is physically unfit for the performance of the duties of the position to which he seeks employment, or who is illegally using a controlled substance, as defined in Section 102 of the Controlled Substances Act (Public Law 91-513, 21 U.S.C. § 802), or who has been guilty of any crime involving moral turpitude or of infamous or notoriously disgraceful conduct, or who has been dismissed from public service for delinquency or misconduct in office, or who is affiliated with any group whose politics or activities are subversive

to the form of government set forth in the Constitution and laws of the United States and Pennsylvania.

If any applicant or person is aggrieved by refusal of the Commission to examine or certify the applicant as eligible after examination, the Commission shall, at the request of the applicant, within ten (10) days appoint a time and place for a public hearing, with or without counsel, at which time the Commission shall take testimony and review its refusal to provide examination or certification. The decision of the Commission shall be final.

5. Article V. Medical and Psychological Examinations, Sections 501. through 506, shall be amended in their entirety, as follows:

Section 501. Appointment of Examiners.

The physical medical examinations shall be under the direction of a physician or other qualified medical professional. Psychological medical examinations shall be under the direction of a psychiatrist or a psychologist. The physician or other qualified medical professional and a psychiatrist or psychologist shall be appointed by the Township Commissioners. The physician or other qualified professional and a psychiatrist or a psychologist appointed shall render an opinion as to whether the conditional appointee has a physical or mental condition which calls into question the person's ability to perform all of the essential functions of the position for which the person was conditionally appointed.

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

Notwithstanding anything to the contrary contained in these rules and regulations, after the Municipal Governing Body selects an applicant from the certified list of three (3) for appointment to the vacant position, the applicant 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.

Sections 503. through Section 506. shall be deleted.

6. Article VII. Examination Process, Section 701.B. Examination for the Positions of Corporal, Sergeant and Lieutenant, Subsection (1), shall be amended by adding the following steps to the examination process:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 3	Physical Agility Test	Ref: Section 701.E.	Pass/Fail
Step 4	Medical Examination	Ref: Article V	Pass/Fail
Step 5	Psychological Examination	Ref: Article V	Pass/Fail

7. Article VII. Examination Process, Section 701.C. Examination for the Position of Deputy Chief, Subsection (1), shall be amended by adding the following steps to the examination process:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 3	Physical Agility Test	Ref: Section 701.E.	Pass/Fail
Step 4	Medical Examination	Ref: Article V	Pass/Fail
Step 5	Psychological Examination	Ref: Article V	Pass/Fail

8. Article VII. Examination Process, Section 701. Examinations for Police Positions, shall be amended by adding the following Subsection E. Physical Agility Test for the Positions of Corporal, Sergeant, Lieutenant and Deputy Chief, as follows:

E. Physical Agility Tests for the Positions of Corporal, Sergeant, Lieutenant and Deputy Chief.

The physical agility test for the positions of corporal, sergeant, lieutenant and deputy chief shall be as follows:

Test 1: 100 Yard Challenge Run

Applicants shall be required to complete a 100 yard challenge run, incorporating an obstacle and a straightaway run.

Test 2: Stair Climb

Applicants shall be required to complete a stair climb carrying an AED and first aid bag up two (2) flights of stairs - two (2) repetitions.

Test 3: Standing/Prone

Applicants shall be required to complete a standing to prone position and back to standing - three (3) repetitions.

Test 4: Three-Point Stretch

Applicants shall be required to complete a three (3) point stretch, toe, hips and upright arms - five (5) repetitions.

Test 5: Jumping Jacks

Applicants shall be required to complete jumping jacks - five (5) repetitions.

This physical agility examination (testing) has been designed to determine the physical fitness or agility of applicants under standards which are job-related and consistent with business necessity. This is a pass-fail test. Failure to meet one (1) of the minimums shall result in the failure of the physical fitness or agility examination (testing) of the applicant and the elimination of the applicant from the examination process. 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.

9. Article VII. Examination Process, Section 701. Examinations for Police Positions, shall be amended by adding the following Subsection F. Promotions, as follows:

F. Promotions.

Promotions in the Police Department shall be based on merits to be ascertained by examinations to be prescribed by the Commission. All questions relative to promotions shall be practical in character and such as will fairly test the merit and fitness of persons seeking promotion.

The Township Commissioners shall notify the Commission of a vacancy on the Police Force which is to be filled by promotion and shall request the certification of an eligibility list. The Commission shall certify for each vacancy the names of the three (3) persons on the eligibility list who have received the highest average in the last promotion examination held within a period of two (2) years preceding the date of the request for the eligibility list. If three (3) names are not available, the Commission shall certify the names remaining on the eligibility list. The Township Commissioners shall make an appointment from the names certified based solely on the merits and fitness of the candidate unless the Township Commissioners make objections to the Commission regarding any person on the eligibility list for any reason provided under Section 310.

The Township Commissioners shall have power to determine in each instance whether an increase in salary shall constitute a promotion.

10. Article VII. Examination Process, Section 702. Percentage Value of Examination Elements, shall be amended in its entirety as follows:

Each part of the written examination and oral examination shall be graded on a scale of one hundred (100%) percent. All other steps in the examination process shall be on a pass/fail basis. An applicant for any position in the Police Department must pass each required step in the examination process to be eligible for certification for appointment to the desired position.

11. Article VII. Examination Process, Section 704. Notice of Applicant's Grade, shall be amended to designate the "eligible list" as the "eligibility list," as follows:

When the grading of each element of an examination is completed, and upon completion of the examination process, the Secretary shall post notice of the written examination results in the Township Building and shall give written notice to each applicant eligible to take the oral examination and continue in the examination process. A copy of the eligibility list, which contains the names and grades of those who have passed the examination, shall be posted in the Township Building.

12. Article VII. Examination Process, Section 706. Administering Examinations, shall be amended in its entirety as follows:

The Commission shall designate an examining agency or qualified individual(s) to act as examiners for the written examination, the oral examination, and the physical agility testing.

13. Article VII. Examination Process, Section 708. Penalty for Improper Conduct, shall be amended to designate the "eligible list" as the "eligibility list," as follows:

Should an applicant be found by the Commission to have committed any act tending to defeat the proper conduct or the result of any examinations, his name shall be removed from the eligibility list resulting from the examination and the applicant shall not, for a period of five (5) years, be permitted to make future application for any position in the Police Department, without the prior written approval of the Commission, within the sole discretion of the Commission, after a due process hearing.

14. Article VIII. Eligible Lists, shall be amended to designate the "eligible lists" as the "eligibility lists," as follows:

Article VIII. Eligibility Lists

15. Article VIII. Eligible Lists, Section 801. Preparation of Eligible List, shall be amended in its entirety as follows:

Section 801. Preparation of Eligibility List.

At the completion of the testing process, including any background, physical agility or other examinations, with the exception of physical and psychological medical examinations pursuant to Section 502 of these rules, the Commission shall rank the candidates who have satisfied the minimum requirements for appointment on an eligibility list. The eligibility list shall contain the names of individuals eligible for appointment listed from highest to lowest based upon their weighted scores on the examinations administered by the Commission and any points for which the applicant was entitled by virtue of 51 Pa. C.S. Ch. 71 (relating to veterans' preference). The eligibility list shall be filed in the office of the municipal secretary, and a copy posted on the notice board in the Township Building. The eligibility list shall also indicate the date of its preparation. The right of a candidate to remain on an eligibility list is under and subject to a satisfactory background investigation conducted pursuant to Section 307.

16. Article VIII. Eligible Lists, Section 802. Breaking Tie Scores, shall be amended to designate the "eligible list" as the "eligibility list," wherever required.

17. Article VIII. Eligible Lists, Section 803. Life of Eligible Lists, shall be amended in its entirety, as follows:

Section 803. Life of Eligibility Lists.

The eligibility list shall be valid for a period of one (1) year from the date the Commission formally adopts the eligibility list. Prior to the expiration of the one-year period, the Commission may extend the validity of the eligibility list for up to an additional twelve (12) months by a majority vote of the Commission at a duly authorized Commission meeting. In the absence of a lawful extension by the Commission, the list shall expire. In addition, the Commission may, at its sole discretion, void an eligibility list at any time.

18. Article IX. Certification and Appointments, Section 903. Certification from Eligible Lists, shall be amended in its entirety, as follows:

Section 903. Certification from Eligibility Lists.

Every position or employment in the Police Force, except that of Chief of Police, shall be filled only in the following manner:

- A. The Township Commissioners shall notify the Commission of any vacancy which is to be filled and request certification of an eligibility list.
- B. Upon receipt of a request for certification, the Secretary shall certify the furlough list. If no furlough list exists or if the total number of vacancies cannot be filled from the available names on the furlough list, then the Commission shall certify for each existing vacancy from the eligibility list the names of the three (3) persons who have

received the highest average, and certify an additional name for each additional vacancy.

- C. The Township Commissioners shall make a conditional appointment from the three (3) names certified based solely on the merits and fitness of the candidates, unless the Township Commissioners make objections to the Commission regarding one (1) or more of the certified persons for any of the reasons stated in Section 310. Should such objections be sustained by the Commission, as provided in Section 310, or if the conditional appointee is determined to be unqualified in accordance with the procedures set forth in Section 502 (medical and psychological examinations), the Commission shall strike the name of the person from the eligibility list and certify the next highest name for each name stricken from the eligibility list. As each subsequent vacancy occurs in the same or in other position, precisely the same procedure shall be followed.
- D. A vacancy in an existing position in the Police Force which occurs as a result of retirement, resignation, disability or death may be filled by the Township Commissioners by the reappointment or reinstatement of a former employee of the Police Force, who had previously complied with the provisions of this section. No examination, other than a physical examination as directed by the Civil Service Commission, shall be required in a case of reappointment or reinstatement to the Police Force with which the employee previously served, except at the discretion of the Township Commissioners or as otherwise required by law.
- E. In the case of a vacancy in the Office of Chief of Police, the Township Commissioners may nominate a person to the Commission. It shall thereupon become the duty of the Commission to subject the person to a non-competitive examination and if the person shall be certified by the Commission as qualified, he may then be appointed to the position and thereafter shall be subject to all the provisions of the rules and regulations.
- F. If there are less than three (3) available on the eligibility list, the Commission shall certify the name(s) remaining on the eligibility list. The Municipal Governing Body may select from such lesser number of available eligibles or may request that the Commission void the eligibility list and hold another examination.
- G. For initial appointment to the position of patrol officer, when one of the three applicants on the certified list is a veteran, that applicant shall be selected.

19. Article IX, Certification and Appointments, Section 904. Removal of Names from Furlough and Eligible Lists, shall be amended to designate in the heading and to designate throughout the "eligible list" as the "eligibility list."

20. Article IX, Certification and Appointments, Section 905. Appointment Procedures, shall be deleted and marked "Reserved."

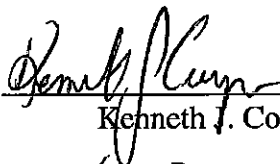
21. Article IX, Certification and Appointments, Section 906. Probationary Period, the first sentence thereof, shall be amended, as follows:

906. Probationary Period.

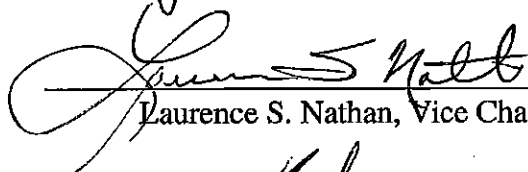
All original appointments to any position in the Police Department shall be for a probationary period of twelve (12) months from the date of hire or twelve (12) months after the certification of the appointee under the Municipal Police Education and Training Act, Act No. 177 of 1996, formerly known as Act No. 120 of 1974, or any successor act, whichever is later.

22. Article IX, Certification and Appointments, Section 907. Provisional Appointments, shall be amended to designate the "eligible list" as the "eligibility list."

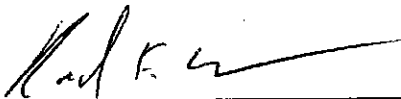
Approved by a majority of the Commission this 30th day of March, 2011 at a special meeting of the Commission:



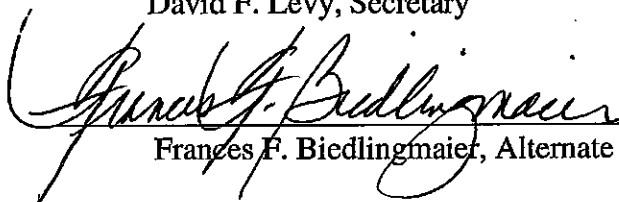
Kenneth J. Cooper, Chairman



Laurence S. Nathan, Vice Chairman



David F. Levy, Secretary



Frances F. Biedlingmaier, Alternate Member

David M. Bricker, Alternate Member

RESOLUTION

NO. 11-2083

**RESOLUTION TO APPROVE THE FORT WASHINGTON
OFFICE PARK SUSTAINABLE DEVELOPMENT PLAN
AND AUTHORIZE ITS IMPLEMENTATION**

WHEREAS, Upper Dublin Township has undertaken a project to develop a sustainable plan to develop the Fort Washington Office Park; and

WHEREAS, on April 22, 2010, the Township entered into an agreement with the Delaware Valley Regional Planning Commission ("DVRPC") whereby the Township agreed to perform specified services with respect to the sustainable revitalization of the Fort Washington Office Park as part of DVRPC Project Number: 09-65-002, Planning for Sustainable Development in the Fort Washington Office Park (the "Project");

WHEREAS, the Township thereafter entered into an agreement with Urban Partners, 829 Spruce Street, Suite 204, Philadelphia, PA 19107 for planning and technical services with respect to the sustainable revitalization of the Fort Washington Office Park; and

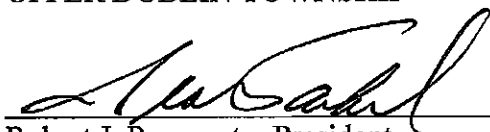
WHEREAS, Urban Planners has provided the Township with a Sustainable Development Plan which the Board of Commissioners must now evaluate.


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

1. The Township shall evaluate the findings and recommendations set forth in the Sustainable Development Plan.
2. The Township shall work with Fort Washington Office Park stakeholders to implement those actions recommended in the Sustainable Development Plan, including drafting and adopting code amendments and new regulations that accomplish the plan's goals.

ADOPTED this 14th day of June, 2011.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP


For Robert J. Pesavento, President

Attest: 
Paul A. Leonard, Secretary

RESOLUTION NO. 11-2084

WHEREAS, pursuant to an order of the Federal Communications Commission, the County of Montgomery's rebanding of the frequency used in its public safety communications is required; and

WHEREAS, pursuant to its responsibilities under that Order, the County has agreed to undertake that rebanding; and

WHEREAS, in the course of the rebanding, the County is considering whether to upgrade its system, including obtaining radios that are compliant with the new national P25 Phase 2 standards for digital public safety communications systems; and

WHEREAS, municipalities within the County have traditionally paid for the radios and related end user hardware; and

WHEREAS, in advance of determining whether to pursue upgrading, the County seeks to determine the commitment of municipalities to purchase or lease radios and related end user hardware;

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

Should Montgomery County determine to proceed with an upgrade of the County radio system, Upper Dublin Township does hereby express its intent to either:


- 1) purchase the radios and related user hardware required for use by municipal personnel; or
- 2) lease from the County the radios and related user hardware for use by municipal personnel.

In the event that option 2) is selected, Upper Dublin Township agrees to pay the cost of this equipment over a period of ten years in equal installments with four percent interest per annum on the unpaid balance.

Insofar as Upper Dublin Township desires to purchase additional equipment after the initial purchase period expires, it agrees that purchase of the equipment shall be in cash or other terms acceptable to the vendor.

Approved by the Board of Commissioners of the Township of Upper Dublin this
12th day of July, 2011.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN



Robert J. Pesavento, President

Attest:



Paul A. Leonard, Secretary

Upper Dublin Township

Municipality

Please check/complete as applicable

X Endorses the upgrade and supports the financial commitment

X Copy of approved resolution is attached

_____ Will participate in County funding of radios (approximately \$850/year for a ten year period per radio)

_____ Will self-fund

_____ Estimated number of radios required

43 initial order
PORTABLES

TBD add'l units to be ordered in years 2 & 3

Elected Official


Signature and date

Robert J. Pesavento
Printed name

President, Board of Commissioners
Title

801 Loch Alsh Avenue

Fort Washington, PA 19034
Address

215-643-1600
Telephone number

Email address

Municipal Manager


Signature and date

Paul A. Leonard
Printed name

Township Manager
Title

801 Loch Alsh Avenue

Fort Washington, PA 19034
Address

215-643-1600
Telephone number

pleonard@upperdublin.net
Email address

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 11- 2085

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP AUTHORIZING THE ACQUISITION OF 730 SUSQUEHANNA ROAD, TAX PARCEL NO 54-00-14908-005, FOR PURPOSES OF EXPANDING EXISTING PASSIVE RECREATION LANDS AND NATURAL RESOURCE PROTECTION WITHIN THE TOWNSHIP.

WHEREAS, Upper Dublin Township (the "Township"), has adopted a plan for open space and environmental resource protection, including the development of recreation lands, and the conservation of natural and historic resources within the Township; and

WHEREAS, the Township is authorized to acquire real estate for public purposes, including among other things, for recreation and conservation purposes; and

WHEREAS, 730 Susquehanna Road, Upper Dublin Township (the "Property"), is located close to existing Township lands used for such recreation and conservation purposes and the Township desires to acquire the Property to extend its existing recreation land and for conservation purposes; and

WHEREAS, the Township desires to enter into an Agreement of Sale for the Property and has agreed to pay the purchase price of One Hundred and Eighty Thousand Dollars (\$180,000.00) for the acquisition of the Property.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Upper Dublin Township, that the acquisition of the Property is hereby authorized by purchase price of One Hundred and Eighty Thousand Dollars (\$180,000.00) exclusive of normal and customary costs of closings. 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 executing and delivering on behalf of the Township an Agreement for the Acquisition of the Property in similar form and content as the one attached hereto, and all other necessary actions for closing.

DULY adopted by the members of the Board of Commissioners of Upper Dublin Township on this 12th day of July, 2011.

ATTEST

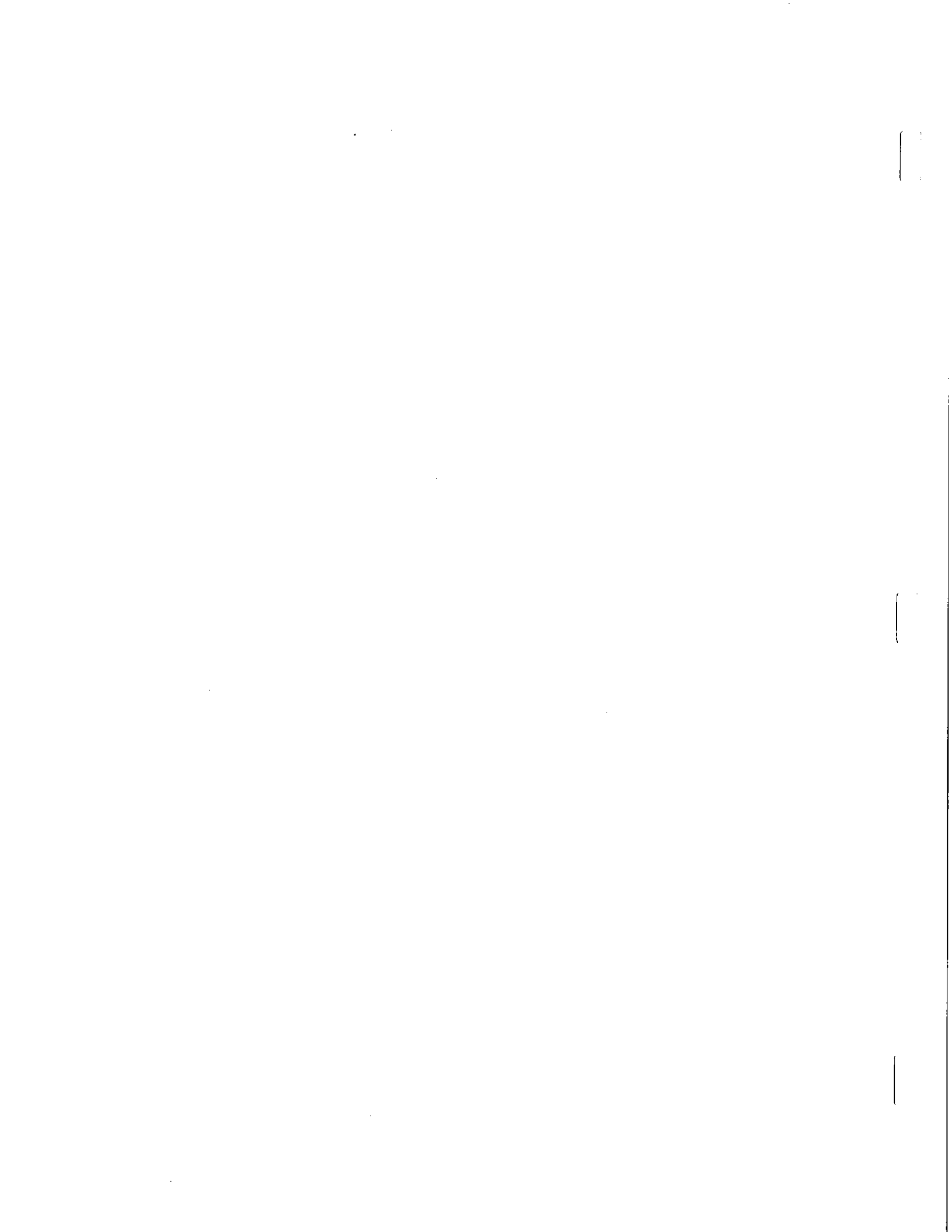
By: 

Paul A. Leonard,
Township Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 

Robert Pesavento, President



AGREEMENT OF SALE

THIS AGREEMENT made this ____ day of _____, 2011, by and between RAPHAEL T. VARALLO (“Varallo” or “Seller”) of 730 Susquehanna Road, Ambler, Pennsylvania 19002 in the Township of Upper of Dublin, and, TOWNSHIP OF UPPER DUBLIN (“Township” or “Buyer”) of 801 Loch Alsh Avenue, Fort Washington, Pennsylvania 19034. The term “Date of Agreement” shall mean the date that this Agreement has been fully executed.

WITNESSETH, that:

WHEREAS, Varallo owns a property consisting of approximately 39,620 SF (.91 acres) of land with building and improvements thereon erected located in the Township of Upper Dublin at 730 Susquehanna Avenue, Montgomery County, Pennsylvania 19002, being, Parcel No. 54-00-14908-00-5, under and subject to certain restrictions of record (the “Property”);

WHEREAS, Buyer is desirous of acquiring the Property;

WHEREAS, Buyer is authorized under the provisions of the First Class Township Code to acquire property;

WHEREAS, Varallo and Township have agreed to the sale and purchase of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth and intending to be legally bound hereby, the parties agree as follows:

1. Purchase Price

Varallo agrees to sell and Township agrees to buy the Property for the sum of One Hundred Eighty-Thousand Dollars (\$180,000.00) (the “Purchase Price”), which the

Township agrees to pay in full on the Closing Date, as hereafter defined, to Varallo upon the execution and delivery of a Deed for the Property in accordance with the terms of this Agreement. The Purchase Price shall be payable as set forth below.

2. Payment of Purchase Price

(a) Upon the execution of this Agreement, Township shall deliver to Dallys Associates (the "Escrow Agent") a deposit in the amount of One Thousand Dollars (\$1,000.00) (the "Initial Deposit").

(b) No later than five (5) business days after the close of the Investigation Period (as defined herein), and provided that Township shall not have timely terminated this Agreement pursuant to the terms set forth in paragraph 3 herein, Township shall deposit an additional Nine Thousand Dollars (\$9,000.00) with Escrow Agent (the "Additional Deposit").

(c) The Initial Deposit and Additional Deposit shall be held by the Escrow Agent in a fully insured interest-bearing account until consummation or termination of this Agreement. (The Initial Deposit and the Additional Deposit are together the "Deposit.")

(d) If the Agreement is consummated by Closing as provided herein, on the Closing Date the Escrow Agent shall pay the Deposit to Varallo, which sum shall be credited to Township against the Purchase Price payable at Closing. Interest on the Deposit shall also be credited to Township at Closing.

(e) Township shall pay to Varallo the Purchase Price (subject to adjustments and apportionments set forth in this Agreement and less the Deposit, plus interest)

by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds.

3. Investigation Period

(a) Commencing on the date of this Agreement, Township and Township's consultants, agents and employees shall have the right, for a period of up to sixty (60) days (such period being hereinafter referred to as the "Investigation Period") and thereafter until the Closing Date provided that Township shall not have timely terminated this Agreement pursuant to this paragraph 3, to enter upon the Property to conduct or cause to be conducted upon the Property ground tests, soil analysis, topographical surveys, engineering studies and other physical examinations of the Property as Township may reasonably deem necessary, and Buyer may otherwise do that which, in the reasonable opinion of Township, is necessary at Township's sole cost and expense, for Township to reasonably satisfy itself with regard to the physical condition of the Property and all other aspects of the Property relevant to this Agreement. At Buyer's sole discretion the Investigation Period may be abbreviated. In this instance the Buyer and Seller shall also accelerate the Closing Date to a date that is mutually agreed upon by the Buyer and Seller.

(b) Township shall hold Varallo harmless and shall indemnify and defend Varallo against any and all claims, including costs, fees, expenses and reasonable attorneys' fees, for or in respect of injuries (including death) or damage of any kind to the person or property of Varallo, Township or of any other person whomsoever caused by or in connection with Township's and/or Township's agents' and employees' entry onto the Property and/or such tests or related activities. Township shall repair any damages caused upon the Property by any of

the investigations conducted upon the Property and, in the event that the agreed transaction is terminated by the Township hereunder, Township shall further restore any areas of the Property unreasonably disturbed by the investigations.

(c) If Township determines, in its sole discretion, that it is not satisfied with the results of its investigations of the Property, or the status of any other condition of or relating to the Property, whether known or unknown on the Agreement Date, and, prior to the end of the Investigation Period, and notifies Varallo in writing of its election to terminate this Agreement, the Deposit, with all accrued interest, shall be returned to Township and this Agreement shall, without any further action by Township or Varallo become null and void, and all of the parties to this Agreement shall be released from any and all further obligation or liability hereunder. If this Agreement is not timely terminated by the Township as provided in this paragraph 3, the Deposit shall be nonrefundable, except as otherwise provided in this Agreement.

(d) Varallo and all of his agents, invitees, tenants and guests residing in or visiting the Property shall use best efforts in cooperating with Township with respect to Township's investigation and shall not act in any manner to unreasonably hinder, obstruct, delay or prevent the same.

(e) The Township's obligation to consummate the transaction contemplated by this Agreement is not contingent upon the Township's obtaining any financing or funds to do so.

4. Title

(a) The Property is to be conveyed free and clear of any liens, encumbrances, easements, restrictions and agreements, excepting only the Permitted Exceptions. With the exception of the Permitted Exceptions, title to the Property shall be good and marketable and such as will be insured by the Title Company (as defined herein) at its regular rates for regular risks pursuant to the standard stipulations of an ALTA policy of the Township's title insurance. Varallo shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. The term "Permitted Exceptions" as used herein shall mean any exceptions originally appearing in the Title Report which are not timely objected to in writing by the Township to Varallo or which are objected to, but which objections are thereafter waived.

(b) Within twenty (20) days after the Agreement Date, the Township shall cause a search of title to the Property to be made by Dallys Associates (the "Title Company"), and upon receipt of the title report (the "Title Report"), the Township shall deliver to Varallo a copy thereof together with copies of any matters which are listed as exceptions on the Title Report. Within twenty (20) days after delivery of the Title Report to Varallo, the Township shall notify Varallo in writing of any conditions, defects, liens, encumbrances or other items appearing as exceptions in the Title Report which are unsatisfactory to the Township in the exercise of reasonable judgment (hereinafter referred to as "Title Objections"). Varallo shall, within ten (10) days thereafter, notify the Township of which Title Objections, if any, Varallo is unable or refuses to correct or otherwise causes to be removed from the Title Report at Closing (the "Uncorrected Objections").

(c) Within ten (10) days after receipt of Varallo's notice of the Uncorrected Objections, the Township shall either (1) waive such Uncorrected Objections in writing or (2) terminate this Agreement by giving written notice to Varallo, in which event the Deposit and any accrued interest shall be returned to the Township and this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If the Township does not elect to terminate this Agreement, Varallo shall correct all of the Title Objections except the Permitted Exceptions (as hereinafter defined) on or before the Closing Date.

(d) At Closing, Varallo shall remove all monetary liens or encumbrances which are recorded against the Property, including, but not limited to, all mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments, sewer charges and water charges.

(e) If Varallo is unable to convey title at Closing in accordance with the requirements of this Agreement, Township shall have the option, in addition to any other rights and remedies that Township may have under this Agreement:

(i) of taking such title to the Property as Varallo is able to convey, with abatement of the Purchase Price but only with respect to the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or

(ii) of terminating Township's obligations under this Agreement, in which event the Deposit and all accrued interest shall be refunded to Township, and this Agreement shall be null and void and neither party shall have any further obligations hereunder.

5. Approvals and Permits

Settlement is contingent upon Township, at its sole cost and expense, applying for and obtaining such federal, state and local governmental and quasi-governmental permits and approvals, as Township reasonably deems necessary or appropriate for Township's intended use and development of the Property (the "Approvals and Permits"). Varallo agrees to cooperate with the Township with respect to such applications to the extent reasonably necessary to obtain such Approvals and Permits, and Varallo shall not act in any manner to unreasonably hinder, object to or delay Township's receipt of the Approvals and Permits. Varallo shall sign any documents reasonably required to convey the Property to Township.

6. Closing

Closing on the purchase of the Property by consummation of the transaction as contemplated by this Agreement and in accordance with its terms (herein referred to as the "Closing"), shall take place on a date and in a location designated by Township within thirty (30) days after receipt of all other Approvals and Permits, but in no event later than one hundred twenty (120) days from the date of this Agreement (the "Closing Date").

7. Possession

Possession of the Property is to be given on the Closing Date by special warranty deed conveying fee simple title subject only to the Permitted Exceptions (the "Deed").

8. Tender of Deed

Formal tender of an executed Deed and purchase money is hereby waived.

9. Payment of Taxes

(a) Real Estate Transfer Tax. Real estate transfer taxes, if applicable, imposed by any governmental body or bodies shall be borne equally by the Township and Varallo except that Township may obtain waivers of collection of transfer taxes for portions of its share of the transfer tax.

(b) Real Estate Tax and other Charges. Varallo shall pay on or before the Closing Date all currently due installments of assessments which are a lien on the Property as of the Closing Date, all real estate taxes and water and sewer charges (if any) for years prior to the year of Closing and all penalties and interest thereon, if any. All current year real estate taxes, water and sewer charges (if any), and other utilities shall be apportioned between Varallo and Township as of the date of Closing. Adjustments for such items for the year of Closing shall be based on the number of days in such year in which each party holds title, treating, for this purpose, the date of Closing as a day on which Township holds title.

(c) Closing Costs. Township shall pay the cost to record the Deed and the cost of Township's title insurance policy and all endorsements thereto.

10. Seller Representations

Varallo represents and warrants to Township and agrees as follows:

(a) Varallo has the full and lawful unrestricted right and power to execute, deliver and perform the obligations under this Agreement and to complete all transactions contemplated hereunder.

(b) There are no rights, options or other agreements of any kind entered into by Varallo to sell or otherwise dispose of the Property, or any interest therein, nor to the knowledge of Varallo, any claim to such rights, options, or other agreements. Varallo agrees that between the date of this Agreement and the Closing Date he shall not enter into any leases,

rights, options or other agreements of any kind to sell or otherwise dispose of the Property, or create any interest therein.

(c) The Buyer and Seller have limited this transaction to only the purchase and sale of the Property as described herein. Buyer has no other relationship with, and is not undertaking any other transaction with Seller. In undertaking the matters contemplated by this Agreement, Seller is not relying on the advice of Buyer but is relying upon the advice of legal counsel selected and retained by Seller.

(d) There are no leases, tenancies, licenses or other rights of occupancy or use of any portion of the Property, or any other contractual arrangements affecting or pertaining to the Property which will survive Settlement hereunder.

(e) Varallo has not received any notice of any violation of a law, ordinance, regulation, order or requirement applicable to the Property, including without limitation requirements imposed under any recorded covenants, conditions, restrictions, easements or other rights affecting the Property. If Varallo receives such a notice prior to Closing, Varallo shall immediately notify the Township in writing.

(f) There is no action, suit or proceeding pending or, to the knowledge of Varallo, threatened against or affecting Varallo or the Property or any portion thereof or relating to or arising out of the ownership or operation of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(g) Between the date of this Agreement and the Closing Date, Varallo shall not create or suffer to be entered against the Property any lien, claim, judgment, or other encumbrance, except as permitted under this Agreement.

(h) Varallo has not stored, treated, or disposed of any hazardous waste, hazardous or toxic materials or wastes or products regulated by any law or regulation on the Property, and to the best of his knowledge, no such materials have ever been stored, treated, or disposed of on the Property.

(i) To the best of Seller's knowledge there is only one underground storage tank present on the Property and the use of such tank was limited to the storage of home heating fuel oil, and the tank was not registered with and was not required to be registered with the Pennsylvania Department of Environmental Protection, or any other regulatory agency.

(j) The present zoning classification of the Property is A-Residential.

(k) The representations and warranties of Seller shall survive closing for a period of one year after Closing.

11. Risk of Loss

(a) Seller shall keep all improvements on the Property insured until the date of Closing in an amount equal to the Purchase Price in the form either of (a) fire insurance with endorsement for extended coverage; or (b) multi-peril, all risk insurance with equivalent coverage. The risk of loss or damage to the Property, or any improvements thereon, whether by fire, other casualty, or any other cause whatsoever, shall be and is imposed upon Varallo from the date of execution of this Agreement by Township, through Closing. A copy of Seller's insurance policy shall be provided to Buyer within fifteen (15) days of the Date of Agreement.

12. Express Environmental Condition

Settlement is expressly contingent upon the Township obtaining an acceptable Environmental Site Assessment for the Property.

13. Seller's Default

In the event Seller fails to Close in accordance with the terms of this Agreement, Township shall have the option of:

(a) canceling this Agreement, in which event Escrow Agent shall pay the Deposit Money to Buyer and thereafter neither party shall have any further liability to the other party hereunder, except for obligations which are expressly stated herein to survive termination of this Agreement; or

(b) exercising the right of specific performance, provided an action for specific performance is commenced within sixty (60) days after Seller's default.

14. Mutual Consent

Varallo and Township each agree to execute and deliver to the other such additional documents or agreements as may be reasonably necessary for the consummation of the transaction contemplated by this Agreement; provided, however, that no party shall have any obligation to deliver any such additional document or agreement which, in the opinion of counsel, shall impose any duties or obligations in addition to those expressly set forth in this Agreement or the agreements to be delivered pursuant to the terms of the Agreement.

15. Broker

No real estate broker has been retained or utilized in connection with the transactions contemplated hereunder. If either party breaches this clause, the non-breaching party

shall be entitled to indemnification, including costs and attorney fees. This paragraph shall survive closing.

16. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

17. Notices

All notices, requests and other communications under this Agreement shall be in writing and shall be sent by certified mail, or nationally recognized overnight delivery service (such as Federal Express), postage prepaid, return receipt requested, addressed as follows:

If intended for the Township:

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

With a copy to:

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

If intended for Varallo:

Raphael T. Varallo
730 Susquehanna Road
Ambler, PA 19002

With a copy to:

Robert Mercadante, Esquire
29 Surrey Drive
Southampton, PA 18966

or at such other address of which Varallo or the Township shall have given notice as herein provided. All such notices, requests and other communications may be given by the legal counsel for such party.

18. Severability

If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions shall remain in full force and effect.

19. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, power of attorney, successors and assigns of Varallo.

20. Entire Agreement

This Agreement contains the whole agreement between Varallo and Township and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement may not be altered, amended, changed or modified except in writing executed by the parties.

21. Subject to Approval

This Agreement is subject to the approval of the Board of Commissioners of the Township of Upper Dublin, proof of which shall be provided to Varallo within forty-five (45) days of the date of this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals the day and year first
above written.

SELLER

Witness

Name:

RAPHAEL T. VARALLO

Date

BUYER

TOWNSHIP OF UPPER DUBLIN

Attest

PAUL A. LEONARD, Secretary

By: _____
ROBERT J. PESAVENTO, President

Date

Agreed to as to the provisions regarding escrow
of the deposit set forth herein:

Dallys Novarinia, CRI, CRS
Dallys Associates
350 Sentry Parkway
Building 610, Suite 100
Blue Bell, PA 19422

RESOLUTION
NO 11-2086

**RESOLUTION WITH RESPECT TO PHASING AND COMPLETION OF
DEVELOPMENT OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
PROPERTY AT DRESHERTOWN AND WELSH ROADS**

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

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

WHEREAS, the subject property known as the "Prudential Office Campus" or "Montgomery County Corporate Center" is approximately 196 acres located at Dreshertown and Welsh Roads on the west and north boundaries, respectively, and the Pennsylvania Turnpike on the east boundary, and including Montgomery County Tax Block No. 12, Units 1, 2, 3, 4, 22, 25, 53, and 64, and being designated as Montgomery County Tax Parcel Nos. 54- 00-05242-005, 54-00-05239-008, and 54-00-16672-005 (hereinafter "Property"); and

WHEREAS, Prudential is the owner of the Property; and

WHEREAS, the Property is located in the OC-Office Center Zoning District of the Township and in 1998 was improved with one office building of approximately 900,000 square feet, existing parking for 2,141 vehicles, and a heliport, all of which improvements Prudential intended to retain at that time; and

WHEREAS, in 1998 there were nine distinct lots on the Property, which lot lines Prudential proposed to be modified and realigned to create a total of five new lots known as Lots 1, 2, 3, 4, and 5; and

WHEREAS, in 1999 Prudential proposed to construct and develop the five new lots in phases with an anticipated total project completion date by December 31, 2009, subject to market demand and conditions; and

WHEREAS, in 1999 Prudential proposed to construct one new office building on each new lot with Lot 1 also containing the existing office building, parking and heliport; and

WHEREAS, in 1999 Prudential proposed to construct a total of 1,105,000 square feet of new office space, with the five proposed buildings to range in size from 160,000 square feet to 250,000 square feet; and

WHEREAS, in 1999 Prudential's proposed development of all five lots was to include the construction of five stormwater management areas, four wet ponds, one dry detention basin and numerous improvements to the surrounding highway system, although the interior road was proposed as a private road; and

WHEREAS, in 1999 the Property was to be served by public sewer and public water; and

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

WHEREAS, in 1999 Prudential also submitted various required studies and reports in support of the 1999 Site Plans; and

WHEREAS, in 1999 the proposed development as shown by the 1999 Site Plans required no zoning relief; and

WHEREAS, in 1999 a portion of the Property was located in a Floodplain Conservation District and Prudential intended to construct storm sewers, impoundment basins, a pedestrian bridge, parking lots, driveways, pavements, and grading within the Floodplain Conservation District, and conditional use approval was needed pursuant to the Upper Dublin Township Zoning Code, Section 255-165 for permission to engage in these various development activities within a Floodplain Conservation District; and

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

- a. The improvements to be constructed and for which this approval is granted shall be only of the type, scale and dimension as set forth in the application, and shall consist only of improvements relating to storm sewers, impoundment basins, pedestrian bridges, parking lots, driveways, pavements, and grading.
- b. The existing 24 inch cross pipe under Ritter Road shall be increased in size to convey the 100-year flow in order to reduce any tail water effect on the Welsh Road drainage system. The construction in this area shall take the form of retaining walls and other improvements shown on the plans. The design shall take into consideration that the drainage area to this point is approximately 23 acres.
- c. The design of the pedestrian bridge connecting Building One with the parking area to the northwest must allow for the passing of the 100-year flow without impact to the bridge.
- d. Review and approval must be obtained from the Pennsylvania Turnpike Commission with regard to the impact on the change of the drainage and the effect on the 3611 storm sewer under Ritter Road at the far southeast end of the Property.
- e. All 100-year floodplain areas as defined by the HEC-RAS study must be noted on the Site Plans and incorporated into the preliminary-final plan land development plan submission package for Lots 1 and 2. This will then constitute redefinition of the 100-year floodplain line through this portion of the site; and

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

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

WHEREAS, in 1999 Prudential submitted a Phasing Plan that outlined proposed improvements to be constructed including but not limited to buildings, parking, storm sewer, utilities, and roadways; and

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

WHEREAS, in 1999 Prudential advised that applications for final plan approval would be submitted by the following deadlines: Application for Final Approval of Phase 1, by December 31, 2000; Application for Final Approval of Phase 2, by December 31, 2002; Application for Final Approval of Phase 3, by December 31, 2005; Application for Final Approval for Phase 4, by December 31, 2007; Application for Final Approval for Phase 5, by December 31, 2009; and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer, Township Traffic Engineer, and various Township Advisory Boards, and on representations made during the subdivision and land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners found it appropriate to grant Preliminary Subdivision Approval for Lots 1 to 5; Preliminary Land Development Approval for Lots 1 and 2; and Preliminary Land Development Approval for Lots 3, 4 and 5 in accordance with the 1999 Site Plans and with the proposed Phasing Plan by Prudential; and

WHEREAS, on November 9, 1999, the Township, by Resolution No. 1708, granted Prudential Preliminary Subdivision Approval for Lots 1 through 5, Preliminary Land Development Approval for Buildings I and II on Lots 1 and 2, and Preliminary Land Development Approval for Buildings III, IV and V on Lots 3, 4, and 5 subject to certain conditions, said Resolution No. 1708 being incorporated herein by reference; and

WHEREAS, on July 14, 2000, Prudential submitted to the Township an application for Final Plan Approval for the Subdivision for proposed Lots 1 to 5; and Land Development for proposed Buildings I and II, subsequently amended for Land Development for proposed Building II only; and Application for Revised Preliminary Plan Approval for Land Development for proposed Buildings III through V; and

WHEREAS, Prudential withdrew a Final Land Development Application for Phase 2 (Building I) without prejudice, subject to the following deadlines, as set forth in Resolution No. 1708: Application for Final Approval of Phase 2, by December 31, 2002; Application for Final Approval of Phase 3, by December 31, 2005; Application for Final Approval for Phase 4, by December 31, 2007; Application for Final Approval for Phase 5, by December 31, 2009; and

WHEREAS, Prudential and Township agreed that no further action by the Township is required for the Application for Revised Preliminary Plan Approval for Land Development for proposed Buildings III through V until such time as Final Land Development applications are filed for said buildings; and

WHEREAS, in 2000, Prudential submitted a Subdivision and Land Development Plan set prepared by Paulus, Sokolowski & Sartor, Inc., of Warren, New Jersey, including drawing numbers C1-1 through CI-50, AI-I, AI-2, dated December 18, 1998 with most recent revision date of July 14, 2000, for Subdivision of Lots I and for Land Development of Lots 1 and 2, (hereinafter together "2000 Site Plans"); and

WHEREAS, based on reviews by the Township Engineer, Township Sewer Engineer, Township Traffic Engineer, and various Township Advisory Boards, and on representations made during the subdivision and land development application process at public committee meetings of the Board of Commissioners, the Board of Commissioners found it appropriate to grant conditional Final Subdivision Approval for Lots 1 to 5 and Final Land Development Approval for Building II, also referenced as Phase 1, in accordance with the 2000 Site Plans; and

WHEREAS, on September 12, 2000, the Township, by Resolution No. 1753, granted Prudential Final Subdivision Approval for Lots 1 through 5, and Final Land Development Approval for Buildings II subject to certain conditions, said Resolution No. 1753 being incorporated herein by reference; and

WHEREAS, Prudential and the Township subsequently entered into a development agreement (the "Agreement") with respect to the approvals set forth in Resolution No. 1753; and

WHEREAS, the Township subsequently issued a certificate of occupancy for a parking garage and office building constituting Building II of Phase I; and

WHEREAS, on June 8, 2004, the Township, by Resolution No. 1849, amended certain aspects of Resolution No. 1753 and authorized certain amendments to the Agreement, said Resolution No. 1849 being incorporated herein by reference; and

WHEREAS, Resolution No. 1849 authorized the deferment of remaining Phase I work (Bike Path and Computer & Welsh Rd. intersection improvements) to Phase II; and

WHEREAS, except for the specific items of work authorized for deferment to Phase II, Resolution No. 1849 restated the validity of all other provisions of Resolution No. 1753, and all provisions of the Agreement; and

WHEREAS, Prudential has submitted a Construction Phasing Plan, dated June 17, 2011, prepared by PS&S, LLC; a plan of Welsh Road and Dreshertown Road Improvements, dated January 18, 2011, last revised on June 9, 2011, prepared by McMahon & Associates, Inc. a copy of which is attached as Exhibit "B"; and proposed resolution language seeking approval for the extension of deadlines set forth in resolution No. 1708, and relating such extension to the completion of the Phases identified in Resolution No. 1753; and

WHEREAS, Prudential and the Township agree that the Phasing Plan as set forth in Resolution No. 1708 and Resolution No. 1753 has not been met as planned; and

WHEREAS, the Township Engineer reviewed the Construction Phasing Plan, dated June 17, 2011, prepared by PS&S, LLC; the plan of Welsh Road and Dreshertown Road Improvements, dated January 18, 2011, last revised June 9, 2011, prepared by McMahon & Associates, Inc.; and the proposed resolution language submitted by Prudential and subsequently issued a review letter dated June 30, 2011 providing comments and offering recommendations with respect to consideration of Prudential's requested revisions to the Phasing Plan under Resolution No. 1708 and Resolution No. 1753; and

WHEREAS, the Township Engineer recommends the completion of the outstanding work items identified by Resolution No. 1708 be completed in phases associated with the development of Lots 1, 3, 4, and 5 as specified by the table attached hereto as Exhibit "A". References to the lot and phase numbers are shown on Exhibit "C".

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby find and approve the following:

- a. The phasing for the improvements required for the development of Lots 1, 3, 4, and 5 as shown by the Site Plans referenced in Resolution No. 1753 shall be accomplished in the numerical phase order shown by the Phasing Table for the Montgomery County Corporate Center attached hereto as Exhibit "A".
- b. The phasing for the improvements shall be reevaluated and approved by the Board of Commissioners upon the approval of a final land development plan for development of the next lot, whenever that may be, and each lot thereafter.
- c. The approvals and conditions granted by Resolution No. 1708, Resolution No. 1753, and Resolution No. 1849 remain valid to the extent that they do not conflict with the current ordinances of Upper Dublin Township, including Condition No. 17 of Resolution No. 1753 specifying that upon Final Plan approval for Lot 1, or any two of lots 3, 4 or 5, Prudential will contribute the sum of Three Hundred Thousand Dollars (\$300,000.00) to the Township. Prudential may assign this obligation to a prospective developer, but only with the consent of the Township. If the assignment is to a purchaser which intends to develop the property, and if, prior to the assignment, that purchaser posts security with the Township in a form and amount that will, in the Township's sole discretion, guarantee payment of this obligation to the Township, then such consent shall not be unreasonably withheld.
- d. The then current ordinances of Upper Dublin Township apply to all future land development applications with respect to Lots 1, 3, 4, and 5 referenced by Resolution No. 1708 and Resolution No. 1753.
- e. Changes to land development requirements and restrictions caused by changes to floodplain limits shall apply to all future land development applications with respect to Lots 1, 3, 4, and 5 referenced by Resolution No. 1708 and Resolution No. 1753.

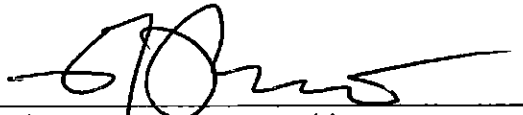
- f. To the extent that the recharge of stormwater in basins is proposed for the development of Lots 1, 3, 4, and 5, such recharge plans will be subject to review by the Township Engineer and approval by the Board of Commissioners upon submission of final land development plans.

- g. As provided in the Pennsylvania Municipalities Planning Code, Developer shall annually, prior to each anniversary of the date hereof, update this phasing schedule by written communication to the Township. If the Developer fails to do so within 30 days following written notice from the Township, the Township, at its option, may elect to void its obligations hereunder.

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

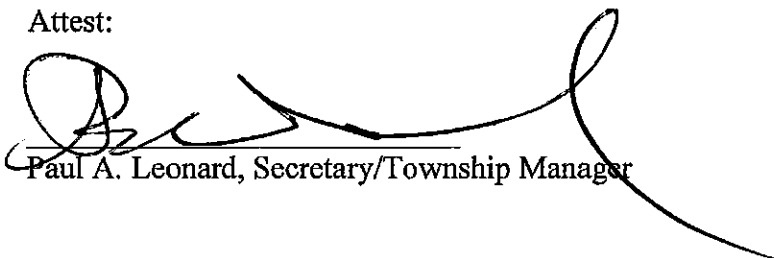
9th day of August, 2011.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN



Robert J. Pesavento, President

Attest:



Paul A. Leonard, Secretary/Township Manager

EXHIBIT A

Table I
Phasing of Roadway Improvements, Montgomery County Corporate Center
Upper Dublin Township, Montgomery County, PA

Item	Description	Timeframe	Corresponding Item # in 1999 resolution
Phase 2			
1	Install coordinated interconnected signal system along Welsh Road including all signals from Jarrettown Road to Blair Mill Road, and connect to existing Welsh Road system with on-street master at Computer Avenue (PennDOT System Permit #1-0098). Optimize system timing.	Phase 2	14
2	Widen eastbound Welsh Road between Dresher Road and Dreshertown Road for a separate right turn lane.	Phase 2	20
3	Widen Dreshertown Road along site frontage and realign existing curve. Widening will include pavement associated with future left and right turn lane at Dryden Road Extension and interim lane striping without the turn lanes.	Phase 2	22
Phase 3			
4	Widen northbound Jarrettown Road for a separate right turn lane at Welsh Road. Locate traffic signals to anticipate future widening on Welsh Road.	Phase 3	21
5	Construct new site access (Dryden Road) to Dreshertown Road and signalize. Restripe Dreshertown Road to provide separate southbound left turn lane and northbound right turn lane on Dreshertown Road at Dryden Road. Prior to constructing new access, conduct peak period trip generation counts at Welsh Road driveways.	Phase 3	23
6	Widen eastbound Welsh Road between Jarrettown Road and Dresher Road to provide two eastbound through lanes plus a separate left turn lane at Dresher Road.	Phase 3	25
7	Following occupancy of the building associated with Phase 3, conduct study to determine any cut through of site traffic through Dawesfield to Dryden Road.	Phase 3	26
8	Provide a westbound left-turn advance signal phase on Welsh Road at Dryden Road.	Phase 3	
9	Optimize Welsh Road signal system timing.	Phase 3	
Phase 4			
10	Widen eastbound Welsh Road to provide two eastbound through lanes plus a left turn lane at Jarrettown Road.	Phase 4	28
11	Restripe westbound Welsh Road approaching Blair Mill Road to convert the existing exclusive right turn lane to a shared through and right turn lane. Widen Welsh Road on the opposite side of Blair Mill Road to receive the additional through lane.	Phase 4	
12	Optimize Welsh Road signal system timing.	Phase 4	
Phase 5			
14	Widen Welsh Road to three lanes each direction between Blair Mill Road and Twining Road, including third westbound lane approaching Twining Road, third eastbound lane approaching Blair Mill Road, and including Turnpike and Railroad bridges. See Footnote 1 below.	Phase 5	
15	Optimize Welsh Road signal system timing.	Phase 5	

1. Townships/PennDOT to pursue funding for Phase 5 Turnpike and Railroad Bridge widening. PennDOT is responsible for Phase 5 eastbound Welsh Road widening from west of Blair Mill Road to Prudential Access at Computer Avenue regardless of whether the Turnpike and Railroad Bridge widening work is pursued by the Townships/PennDOT.

Optimize Welsh Road corridor signal timing after each phase of development.

Except as noted in the right hand column, improvements from the September 23, 1999 "Phasing of Roadway Improvements, Prudential Eastern Home Office" have been completed by Prudential or by others.

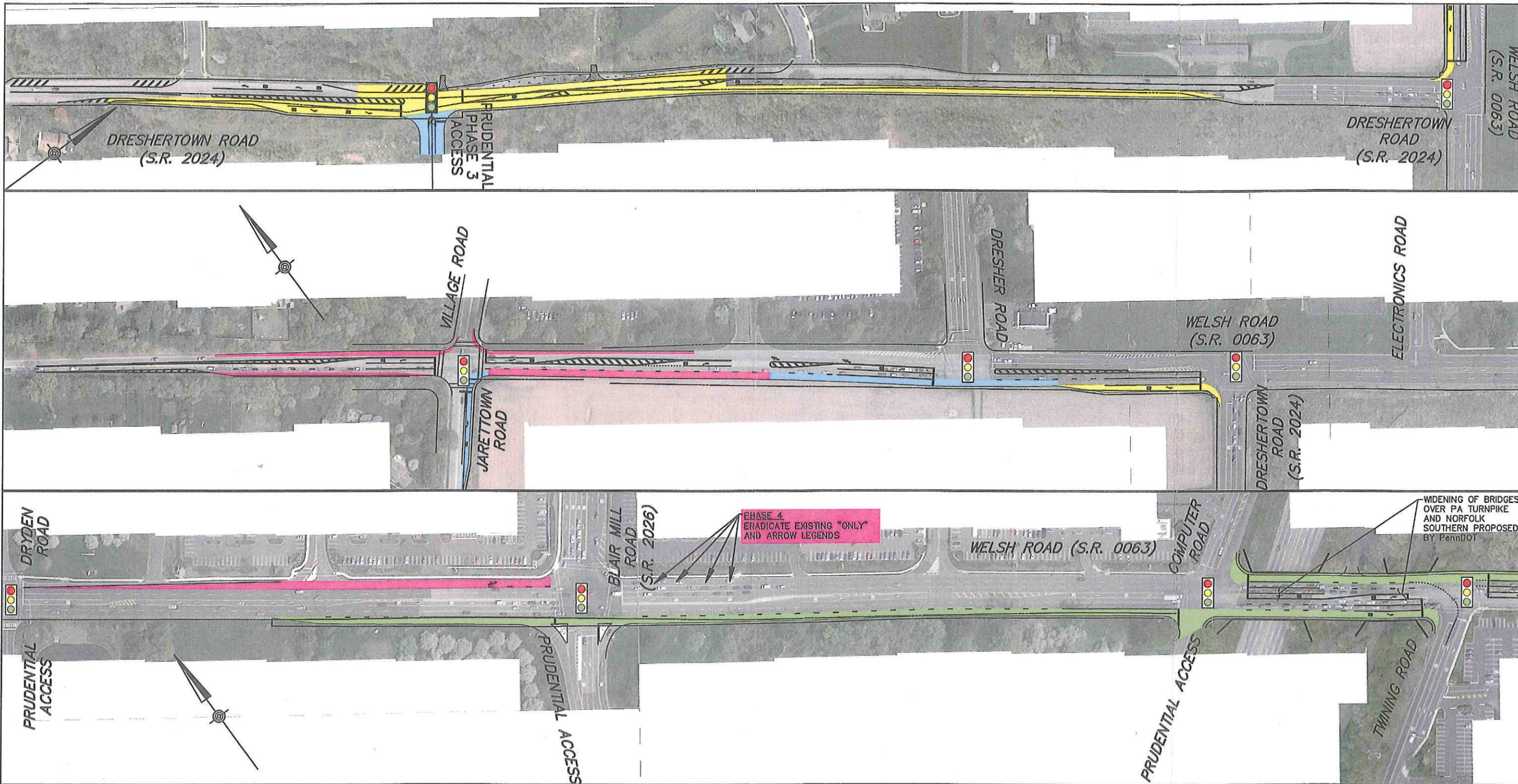
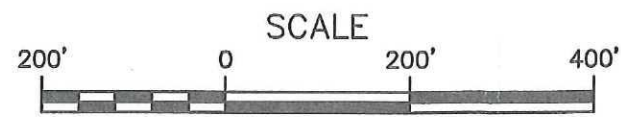


Exhibit "B"

- NOTES:**
1. THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY, BASED ON AN AERIAL PHOTOGRAPH DATED APRIL, 2010. NO SURVEY HAS BEEN PERFORMED AT THIS TIME.
 2. THE CONCEPTUAL DESIGN, INCLUDING TAPERS AND LANE SHIFT TRANSITIONS, WERE DETERMINED BASED ON THE POSTED SPEED LIMITS.
 3. THE LEGAL R/W LINE LOCATION IS APPROXIMATE AT THIS TIME AND WILL BE VERIFIED PRIOR TO COMPLETION OF THE H.O.P. PLANS.
 4. THE SEQUENCE OF ROADWAY IMPROVEMENTS WILL BE COMPLETED AS SHOWN ON THIS PLAN REGARDLESS OF THE ORDER IN WHICH THE REMAINING LOTS ARE DEVELOPED.



TRAFFIC SIGNAL MODIFICATIONS	PHASE 2	PHASE 4
NEW TRAFFIC SIGNAL	PHASE 3	PHASE 5

6/9/2011	1
DATE	NO.
REVISIONS	

FILE LOCATION:
I:\eng\809072\dwg

425 COMMERCE DRIVE
SUITE 200
FORT WASHINGTON, PA. 19034
TELE: (215)-283-9444
FAX: (215)-283-9447

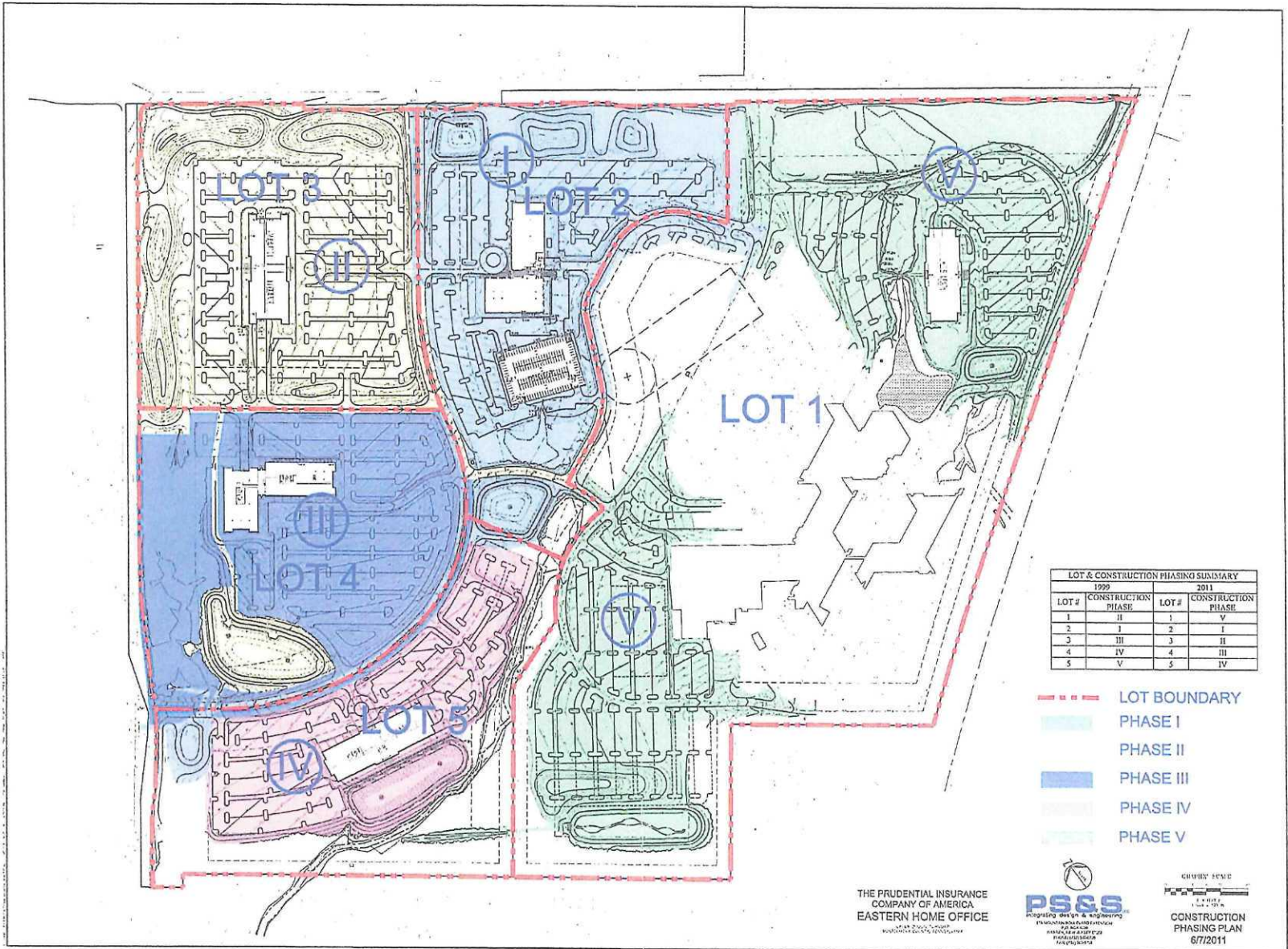
DESIGN BY: DES
DRAWN BY: DES
CHECKED BY: JJD

JOB NO: 809072.11
DWG: 11x17 Exhibit
DATE: 1/18/2011

PRUDENTIAL FINANCIAL
213 WASHINGTON STREET, MEZZANINE
NEWARK, NJ 07102

MONTGOMERY CORPORATE CENTER
WELSH ROAD AND DRESHERTOWN ROAD IMPROVEMENTS
UPPER DUBLIN TOWNSHIP MONTGOMERY COUNTY





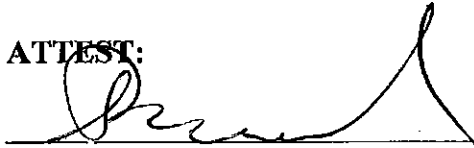
RESOLUTION 11-2087

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

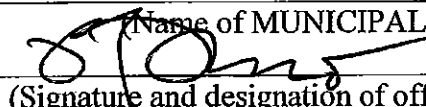
is hereby resolved by authority of the same, that the President of
(designate official title)

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

ATTEST:



(Signature and designation of official title)
Paul A. Leonard, Secretary
I, Robert J. Pesavento,
(Name)

Upper Dublin Township
(Name of MUNICIPALITY)
By: 


(Signature and designation of official title)
Robert J. Pesavento, President
President
(Official title)

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

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

Board of Commissioners, held the 9th day of August, 2011.
(Name of governing body)

DATE: 8/9/2011



(Signature and designation of official title)
Robert J. Pesavento, President

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

Contract Form 18-K-246

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES SUPPLEMENTAL

AGREEMENT NO 3900035484
FID/SSN # 23-6003042
SAP VENDOR # 139085

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this _____ day of _____, _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

AND

the Upper Dublin Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 3900035484, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900035484 for the purpose of adding/deleting certain State Highways. PENNSYLVANIA Ave.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900035484 in accordance with the following:

1. Exhibit "A" attached to Agreement No. 3900035484 is revised in accordance with Supplemental Exhibit "A," which is attached to and made part of this Supplemental Agreement, for the purpose of adding/deleting the specified state Highway(s). PENNSYLVANIA Ave.
2. The effective date of this **addition/deletion** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **added/deleted** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. 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.
5. 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.
6. The following is added to Agreement No. 390035484:

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 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

7. Paragraph of Agreement No. 3900035484 is deleted in its entirety and replaced with the following:

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.

8. All other terms and conditions of Agreement No. 3900035484 not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 8 of Agreement Number 3900035484, the following clauses or provisions are added:

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.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

[Signature]
Title: SECRETARY DATE 8/9/2011

BY [Signature]
Title: PRESIDENT DATE 8/9/2011

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

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____
BY _____
for Comptroller Operations Date

Contract No. _____, is split _____%, expenditure amount of _____
for federal funds and _____%, expenditure amount of _____ for state funds. The related federal
assistance program name and number is _____;
The state assistance program name and SAP Fund is _____;

Preapproved Form: OGC No. 18-K-246
App'd OAG 06/30/2010

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 not 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*

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of 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

TE-669 (7-09)

APPLICATION FOR PERMIT TO INSTALL AND OPERATE FLASHING WARNING DEVICES

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Date: 08/09/2011

WHEREAS, the Upper Dublin Township County, desires to erect, operate and maintain flashing warning devices on Camphill Road at Camphill & Highland Athletic Complex

for _____, and

WHEREAS, Sections 1105 and 1110 of the Vehicle Code requires the approval of the Secretary of Transportation before any traffic control device may be legally erected.

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

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

The installation shall be made in accordance with the requirements of the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation or latest approved Department of Transportation standards, and

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

I, Paul Leonard, Secretary of the Upper Dublin Township

do certify that the foregoing is a true and correct copy of the resolution legally adopted at a meeting held 08/09/2011

(SEAL)

Signature: [Handwritten Signature] (Secretary)

TE-869 (7-09)

APPLICATION FOR PERMIT TO INSTALL AND OPERATE FLASHING WARNING DEVICES
PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Date: 08/09/2011

WHEREAS, the Upper Dublin Township County,
(City, Township, Borough)
desires to erect, operate and maintain flashing warning devices on Highland Avenue
at Camphill & Highland Athletic Complex
(Highway, Street, or intersection - show L.R. or S.R. if known)
for _____, and
(Name of School or Name and Number of Fire House when applicable)

WHEREAS, Sections 1105 and 1110 of the Vehicle Code requires the approval of the Secretary of Transportation before any traffic control device may be legally erected.

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

BE IT FURTHER RESOLVED, that, in the event a permit for these devices is approved after proper investigation by the Secretary of Transportation or his agent, the Upper Dublin Township
(City, Township or Borough)
will be bound by the following provisions:

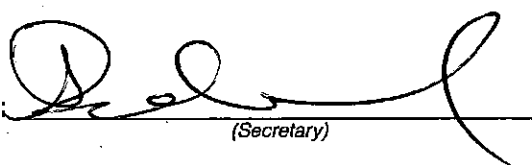
The installation shall be made in accordance with the requirements of the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation or latest approved Department of Transportation standards, and

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

I, Paul Leonard, Secretary of the Upper Dublin Township

do certify that the foregoing is a true and correct copy of the resolution legally adopted at a meeting held 08/09/2011
(Date - mm/dd/yyyy)

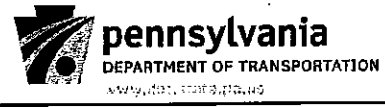
(SEAL)

Signature: 
(Secretary)

TE-669 (7-09)

APPLICATION FOR PERMIT TO INSTALL AND OPERATE FLASHING WARNING DEVICES

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Date: 08/09/2011

WHEREAS, the Upper Dublin Township County,
(City, Township, Borough)
desires to erect, operate and maintain flashing warning devices on Camphill Road
at Winterberry Holly Trail crossing
(Highway, Street, or intersection - show L.R. or S.R. if known)

for _____, and
(Name of School or Name and Number of Fire House when applicable)

WHEREAS, Sections 1105 and 1110 of the Vehicle Code requires the approval of the Secretary of Transportation before any traffic control device may be legally erected.

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

BE IT FURTHER RESOLVED, that, in the event a permit for these devices is approved after proper investigation by the Secretary of Transportation or his agent, the Upper Dublin Township will be bound by the following provisions:
(City, Township or Borough)

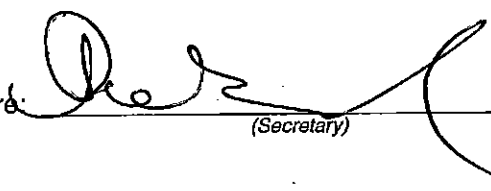
The installation shall be made in accordance with the requirements of the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation or latest approved Department of Transportation standards, and

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

I, Paul Leonard, Secretary of the Upper Dublin Township

do certify that the foregoing is a true and correct copy of the resolution legally adopted at a meeting held 08/09/2011
(Date - mm/dd/yyyy)

(SEAL)

Signature: 
(Secretary)

TOWNSHIP OF UPPER DUBLIN
Montgomery County, Pennsylvania

RESOLUTION NO. 11-2091

WHEREAS, the Township of Upper Dublin (the "Township") has previously issued its General Obligation Bonds, Series of 2002 in the original aggregate principal amount of \$8,140,000, of which \$220,000 principal amount is currently outstanding (the "2002 Bonds"); and

WHEREAS, the Township has previously issued its General Obligation Bonds, Series of 2005 in the original aggregate principal amount of \$5,390,000, of which \$5,225,000 principal amount is currently outstanding (the "2005 Bonds"); and

WHEREAS, the Township, based on advise from its financial advisors, has determined that it may be financially advantageous to currently refund all of its outstanding 2002 Bonds and 2005 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 2011 (the "2011 Bonds"), in the approximate aggregate principal amount of \$5,655,000; and

WHEREAS, the Township may also desire to increase the aggregate principal amount of its 2011 Bonds to provide for additional funds for various capital projects (the "Capital Improvement Program"); 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 the possible Capital Improvement Program and to authorize various actions necessary to effectuate the issuance of the 2011 Bonds for the Refunding Program and the possible Capital Improvement 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 (a) 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 2011 Bonds; (ii) the preparation of materials utilized in the competitive solicitation of proposals or negotiated sale to purchase the 2011 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 2011 Bonds; and (b) evaluate the possibility of funding the possible Capital Improvement Program.

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 2011 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 2011 Bonds.

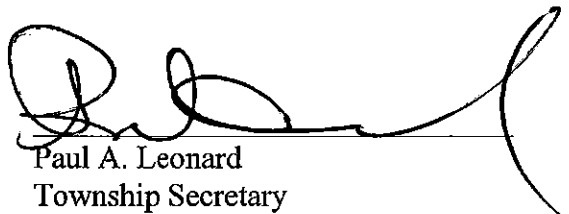
9th Approved by the Board of Commissioners of the Township of Upper Dublin this day of August, 2011.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS



Robert J. Pesavento, President

ATTEST:



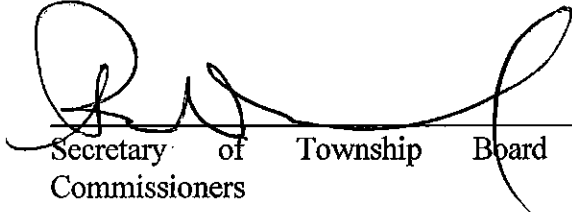
Paul A. Leonard
Township Secretary

TOWNSHIP OF UPPER DUBLIN
(Montgomery County, Pennsylvania)

Secretary's Certificate

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by a majority vote of the Board of Commissioners of the Township of Upper Dublin at a meeting of said Board of Commissioners duly and regularly called and held on August 9, 2011; that public notice of said meeting was given in the manner provided by law; that said resolution has been duly recorded upon the minutes of the Board of Commissioners, has not been amended or rescinded and is in full force and effect on the date of this Certificate.

(TOWNSHIP SEAL)


Secretary of Township Board of
Commissioners

Dated: August 9th, 2011


RESOLUTION NO: 11-2092

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 GOVERNMENTAL ENTITY)

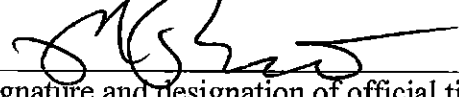
is hereby resolved by authority of the same, that the President of
(designate official title)

said GOVERNMENTAL ENTITY 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 GOVERNMENTAL ENTITY)

By: 
(Signature and designation of official title)
Robert J. Pesavento, President


I, Robert J. Pesavento, President
(Name) (Official title)

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

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

Board of Commissioners, held the 13th day of September, 2011.
(Name of governing body)

DATE: 9/13/11


(Signature and designation of official title)
Robert J. Pesavento, President

EFFECTIVE DATE _____

AGREEMENT NO. 164263

(Department will insert)

COUNTY 46

FID NO. 236003042

SPONSOR 109

SAP VENDOR NO. 139085

MPMS NO. 92975

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

SAFETY

Location

SR 2017 @ SR 0152

- (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 the 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 be obligated 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 THE FACILITY

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/cvmu/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 AND DURATION OF AGREEMENT

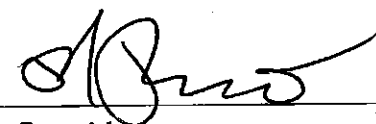
This Agreement and the authorizations granted in it shall not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

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

ATTEST:

SPONSOR*

 9/13/11
Date
Title: Secretary
Paul A. Leonard

BY  9/13/11
Date
Title: President
Robert J. Pesavento

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY

FUNDS COMMITMENT DOC. NO. _____

AND FORM:

CERTIFIED FUNDS AVAILABLE UNDER

SAP NO. _____

SAP COST CENTER _____

BY _____ GL ACCOUNT _____

for Chief Counsel Date AMOUNT _____

BY _____ BY _____
Deputy General Counsel Date for Comptroller Operations Date

BY _____
Deputy Attorney General Date

Contract No. _____, is split 0%, expenditure amount of \$0 for federal funds and 0%,
expenditure amount of \$0 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 _____; _____.

***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	\$_____	\$_____	\$_____
SUBTOTALS	\$_____	\$_____	\$_____

COST SHARING (SPONSOR-Incurred Costs)

	State (100%)	SPONSOR (0%)	Phase Subtotals
Preliminary			
Engineering	\$_____	\$_____	\$_____

Final Design

\$_____ \$_____ \$_____

Utilities

\$_____ \$_____ \$_____

Right-of-Way

\$_____ \$_____ \$_____

Construction

\$_____ \$_____ \$_____

TOTALS

\$_____ \$_____ \$_____

COST SHARING (Commonwealth-Incurred Cost)

	State (0%)	SPONSOR (0%)	Phase Subtotals
Preliminary Engineering	\$_____	\$_____	\$_____
Final Design	\$_____	\$_____	\$_____
Utilities	\$_____	\$_____	\$_____
Right-of-Way	\$_____	\$_____	\$_____

Construction

\$ _____

\$ _____

\$ _____

TOTALS

\$ _____

\$ _____

\$ _____

State	<u>TOTAL COST</u> SPONSOR (\$0)	Total
(\$ _____)		(\$ _____)

COUNTY: _____

SPONSOR: _____

PROJECT NAME: _____

Project Agmt. No.: _____

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 not 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.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of 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.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION
NO. 11-2093

WHEREAS, Upper Dublin Township is presently possessed of surplus equipment, specifically a 1994 Mack MR-688-R Fire Rescue Truck with associated Hurst rescue tools; and

WHEREAS, Lake Harmony Volunteer Fire Company, Lake Harmony, Carbon County, Pennsylvania is interested in purchasing this fire apparatus from Upper Dublin Township; and

WHEREAS, Upper Dublin Township is empowered by §1501(II) of the First Class Township Code (53 P.S. §56501(II)) to sell or transfer Township personal property to a volunteer Fire Company without a requirement for public bidding.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of Upper Dublin Township hereby approves the sale of a 1994 Mack MR-688-R Fire Rescue Truck with associated Hurst rescue tools to Lake Harmony Volunteer Fire Company for the sum of Forty-Five Thousand Dollars (\$45,000).

RESOLVED, this 13th day of September, 2011, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 

Robert J. Pesavento, President

ATTEST:

BY: 

Paul A. Leonard, Secretary

RESOLUTION NO. 11-2094

RESOLUTION TO ABATE REAL ESTATE TAXES
ON PROPERTY OF MAR THOMA CHURCH PHILADELPHIA

WHEREAS, Mar Thoma Church Philadelphia (the "Church") is the owner of property located at 1085 Camp Hill Road, having purchased it on December 28, 2010; and

WHEREAS, the Church, a charitable organization, promptly applied for the exemption of real estate taxes on the property and the exemption was granted by the Board for the Assessment of Taxes for the tax years beginning 2012; and

WHEREAS, the Church has petitioned Upper Dublin Township to abate Township taxes for the year 2011 noting that it did not acquire title to the property prior to September 1, 2010, the last day to file an exemption application for 2011, and yet the Church owned the property and used it for its charitable purposes for the entirety of 2011; and


WHEREAS, the Church paid 2011 Township real estate taxes in the amount of \$5,227.44, which taxes have been remitted to the Township by the Upper Dublin Tax Collector; and


WHEREAS, the Church is indebted to Upper Dublin Township for professional fees associated with the development of the property at 1085 Camp Hill Road in the amount of \$5,288.50.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin does hereby resolve that the petition of Mar Thoma Church Philadelphia to abate Township real estate taxes for the year 2011 in the amount of \$5,227.44 is granted; that the rebate shall be applied in its entirety to the Church's indebtedness to the Township for professional fees in the amount of \$5,288.50; and that the Township Finance Department notify the Church that the balance owed for professional fees has been reduced by reason of the tax abatement to \$61.06.

Entered into as a Resolution this 13th day of September, 2011.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

Attest:

Paul A. Leonard, Secretary

RESOLUTION NO. 11-2095

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE APPOINTMENT OF A LIASON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF EARNED INCOME TAX FOR THE TOWNSHIP FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE TOWNSHIP FOR OFFICIAL PURPOSES.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania (53 P.S. §6901 et seq.), enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including UPPER DUBLIN TOWNSHIP to 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 entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder client appointed Berkheimer to collect Earned Income Tax; and

WHEREAS, said Act 511 specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of UPPER DUBLIN TOWNSHIP specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. UPPER DUBLIN TOWNSHIP hereby appoints the DIRECTOR OF FINANCE as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for client, as desired and deemed necessary by client, to be used for official purposes only; and

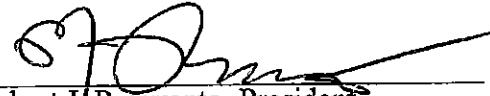
2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the UPPER DUBLIN TOWNSHIP upon request, to the DIRECTOR OF FINANCE as the authorized contact representative for it.

3. UPPER DUBLIN TOWNSHIP hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.


RESOLVED, ENACTED AND ADOPTED at a meeting held on the 11th day of October, 2011.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:


Robert J. Pesavento, President

ATTEST:


Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION

NO. 11-2096

WHEREAS, Upper Dublin Township is presently possessed of surplus equipment, specifically a 1996 Spartan Pumper Fire Truck previously used by the Fort Washington Volunteer Fire Company; and

WHEREAS, the Atlas Fire Company, a volunteer fire company located in Northumberland County, Pennsylvania is interested in purchasing this fire truck from Upper Dublin Township provided the Township completes certain identified repairs; and

WHEREAS, Upper Dublin Township is empowered by §1501(II) of the First Class Township Code (53 P.S. §56501(II)) to sell or transfer Township personal property to a volunteer fire company without a requirement for public bidding.


NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of Upper Dublin Township hereby approves the sale of a 1996 Spartan Pump Fire Truck to the Atlas Fire Company for the sum of Fifty Thousand Dollars (\$50,000) following the completion of necessary repairs.

RESOLVED, this 11th day of October, 2011, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Robert J. Pesavento, President

ATTEST:

BY: 
Paul A. Leonard, Secretary

[Subject: Surplus Spartan Fire Truck]

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 EXECUTE AN AGREEMENT WITH BERKHEIMER WHEREUNDER BERKHEIMER IS RETAINED AS THE EXCLUSIVE TAX OFFICER FOR THE COLLECTION, ADMINISTRATION, RECEIPT AND ENFORCEMENT OF THE PROVISIONS OF THE RESPECTIVE TAX ENACTMENT OF THE GOVERNING BOARD LEVYING AND ASSESSING THE LOCAL SERVICES TAX FOR THE TERM HEREIN DEFINED, TOGETHER WITH SUCH EXTENSIONS AS MAY BE AGREED UPON, SAID TAX ENACTMENT HAVING BEEN ADOPTED UNDER AND PURSUANT TO THE AUTHORITY OF THE PENNSYLVANIA LOCAL TAX ENABLING ACT (ACT 511, P.L. 1257); AND APPROVING AND ADOPTING THE RULES AND REGULATIONS PREPARED BY BERKHEIMER TO ADMINISTER AND ENFORCE THE LOCAL SERVICES TAX.

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 a tax on the privilege of engaging in an occupation, as therein with more particularity specified, generally and hereinafter referred to as the "Local Services Tax;" and

WHEREAS, **UPPER DUBLIN TOWNSHIP**, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of such 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**, and Berkheimer have negotiated an Agreement whereby and whereunder it will hire Berkheimer to collect the LOCAL SERVICES TAX levied by **UPPER DUBLIN TOWNSHIP**, and

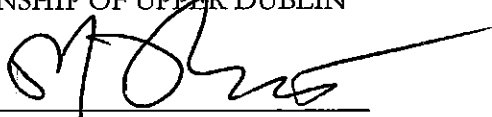
WHEREAS, **UPPER DUBLIN TOWNSHIP**, recognizes the legal obligation and practical necessity for Berkheimer to establish and maintain consistent rules and regulations to be used in the efficient administration and collection of said taxes;

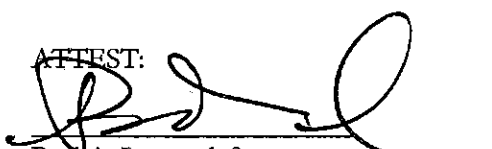
THEREFORE, BE IT RESOLVED that:

1. **UPPER DUBLIN TOWNSHIP** hereby appoints **BERKHEIMER** as its exclusive collector of its **LOCAL SERVICES TAX** for the initial term commencing **January 1, 2012 and ending December 31, 2014**, and any subsequent renewal terms thereafter, said initial and renewal periods to include all quarterly and annual collections pertinent to the tax years therein. This appointment resolution shall be deemed to encompass any renewal terms agreed upon by the parties without further reenactment of this resolution or re-appointment.
2. Further, **BERKHEIMER** is authorized to retain any costs of collection incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.
3. Further, **UPPER DUBLIN TOWNSHIP** APPROVES AND ADOPTS the Agreement negotiated with Berkheimer for the collection of the LOCAL SERVICES TAX.
4. And further, **UPPER DUBLIN TOWNSHIP** adopts and incorporates the Local Services Tax Rules and Regulations as promulgated by Berkheimer, in their entirety.
5. 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 9th day of November, 2011

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Robert J. Pesavento, President

ATTEST:

Paul A. Leonard, Secretary

RESOLUTION NO. 11-2098

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE APPOINTMENT OF A LIASON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL SERVICES TAX FOR THE TOWNSHIP FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE TOWNSHIP FOR OFFICIAL PURPOSES.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania (53 P.S. §6901 et seq.), enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including UPPER DUBLIN TOWNSHIP to 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 entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder client appointed Berkheimer to collect Local Services Tax; and

WHEREAS, said Act 511 specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of UPPER DUBLIN TOWNSHIP specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. UPPER DUBLIN TOWNSHIP hereby appoints the DIRECTOR OF FINANCE as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for client, as desired and deemed necessary by client, to be used for official purposes only; and

2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the UPPER DUBLIN TOWNSHIP upon request, to the DIRECTOR OF FINANCE as the authorized contact representative for it.

3. UPPER DUBLIN TOWNSHIP hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

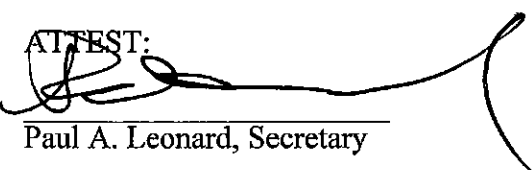
RESOLVED, ENACTED AND ADOPTED at a meeting held on the 9th day of November, 2011.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

Robert J. Hesavento, President

ATTEST:


Paul A. Leonard, Secretary

RESOLUTION NO. 11-2098

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2012.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2012 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 2012 budget was advertised as required by law and made available for public inspection on November 14, 2011, and,

WHEREAS, the proposed 2012 budget was advertised as required by law and was presented and amended at public hearings on November 15, 2011, November 19, 2011, and November 29, 2011, and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2012;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2011.

ADOPTED this 13th day of December 2011.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Robert J. Pesavento, President

ATTEST: 

Paul A. Leonard, Secretary