

**LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS**

TUESDAY, FEBRUARY 4, 2020 - 7:00 PM,  
425 PRINCE STREET, LOWER PAXTON, PA

1. CALL TO ORDER - CHAIRMAN HENRY
2. PLEDGE OF ALLEGIANCE - MRS. LINDSEY
3. APPROVAL OF MINUTES
4. PUBLIC COMMENT
5. CHAIRMAN & BOARD MEMBERS' COMMENTS
  
6. MANAGER'S REPORT
7. OLD BUSINESS
  
8. NEW BUSINESS
  - A. ACTION TO APPOINT RICHARD WAIN TO THE SHADE TREE COMMISSION
  
  - B. FIRST PRESENTATION OF RESOLUTION 20-06; CONFIRMING THE TOWNSHIP'S DESIRE TO BE EXEMPT FROM THE PROVISIONS OF SECTION 493(34) OF THE LIQUOR CODE-  
*Mr. Gotshall*
  
  - C. ACTION ON AMENDMENT # 1 TO THE UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT -*Mr. Gotshall*
  
  - D. SUBDIVISION AND LAND DEVELOPMENT
    - A. ACTION ON A ROADWAY IMPROVEMENT AGREEMENT BETWEEN LOWER PAXTON TOWNSHIP AND THE MCNAUGHTON COMPANY IN CONJUNCTION WITH THE AUTUMN OAKS PRELIMINARY PLAN - Mrs. Zerbe
  
    - B. ACTION ON RESOLUTION 20-08; AUTHORIZING THE ACCEPTANCE OF PORTIONS OF CANDLESTICK CT, CHRISTIAN'S DR., FENWAY DR., AND RIVERSIDE CT - Mrs. Zerbe
  
9. PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP AUTHORITY
  
10. ANNOUNCEMENTS
  
11. ADJOURN

**NEXT BOARD MEETING (Workshop Meeting) TUESDAY, FEBRUARY 11, 2020; 7:00 P.M.**

**LOWER PAXTON TOWNSHIP  
DAUPHIN COUNTY, PENNSYLVANIA  
RESOLUTION NO. 20-06**

**A RESOLUTION OF THE TOWNSHIP OF LOWER PAXTON  
ADOPTED UNDER THE PROVISIONS OF AND IN ACCORDANCE  
WITH THE DICTATES OF SECTION 493.1(b) OF THE LIQUOR CODE  
(47 P.S. §4-493.1(b)), CONFIRMING THE TOWNSHIP'S DESIRE TO  
BE EXEMPT FROM THE PROVISIONS OF SECTION 493(34) OF  
THE LIQUOR CODE, (47 P.S. §4-493(34)).**

**WHEREAS**, by Ordinance 2006-05, dated July 11, 2006, the Township of Lower Paxton has adopted the Codified Ordinances of Lower Paxton Township, Chapter 203, entitled "Zoning", including Section 203-505, entitled "Noise", which prohibits the following: sound levels in excess of 60 dBA measured at the lot line of a residential use receiving the noise in a residential district from 7:00 a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day; sound levels in excess of 55 dBA measured at the lot line of a residential use receiving the noise in a residential district from 9:00 p.m. to 7:00 a.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day; sound levels in excess of 65 dBA measured at the lot line of a principal residential use in a commercial or industrial district from 7:00 a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day; sound levels in excess of 60 dBA measured at the lot line of a principal residential use receiving the noise in a commercial or industrial district from 9:00 p.m. to 7:00 a.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day; and sound levels in excess of 70 dBA measured at any lot line other than the above-referenced lot lines at all times and days; and

**WHEREAS**, by Ordinance 2006-05, dated 2006-05, the Township of Lower Paxton Township has adopted the Codified Ordinances of Lower Paxton Township, Chapter 203, entitled "Zoning", including Section 203-106 entitled "Enforcement, violations and penalties", imposes a civil penalty for violations of Chapter 203, "Zoning" not more than \$500.00 plus all court costs, including the reasonable attorney fees incurred by the Township as a result thereof; and

**WHEREAS**, the Township desires to adopt a Resolution confirming the Township's support of its Petition to the Liquor Control Board requesting to substitute Sections 203-505 and 203-106 of the Zoning Ordinance for Section 493(34) of the Liquor Code and affirming the Township's intention to enforce the provisions of Sections 203-505 and 203-106 of the Zoning Ordinance in place of Section 493(34) of the Liquor Code.

**NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED** by the Board of Supervisors of Township of Lower Paxton that the Township hereby confirms its support of a Petition to the Liquor Control Board requesting to substitute Sections 203-505 and 203-106 of the Zoning Ordinance for Section 493(34) of the Liquor Code and affirming the Township's intention to enforce the provisions of Sections 203-505 and 203-106 of the Zoning Ordinance in place of Section 493(34) of the Liquor Code.

DULY ADOPTED as Resolution 20-06, this 12<sup>th</sup> day of February 2020.

ATTEST:

BOARD OF SUPERVISORS  
TOWNSHIP OF LOWER PAXTON

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LIQUOR CONTROL BOARD

IN RE: SECTIONS 203-505 AND 203-106 OF THE ZONING  
ORDINANCE OF THE TOWNSHIP OF LOWER PAXTON

**PETITION TO APPROVE SECTIONS 203-505 AND 203-106 OF THE  
ZONING ORDINANCE OF THE TOWNSHIP OF LOWER PAXTON**

TO THE HONORABLE, THE MEMBERS OF THE PENNSYLVANIA LIQUOR  
CONTROL BOARD:

AND NOW, comes the TOWNSHIP OF LOWER PAXTON by and through its  
undersigned Solicitor and does Petition Your Honorable Board to approve the intention  
of the TOWNSHIP OF LOWER PAXTON to substitute Sections 203-505 and 203-106  
for the provisions of Section 493(34) of the Liquor Code (47 P.S. §4-493(34) and, in  
support of which, avers the following:

1. That on July 11, 2006, the TOWNSHIP OF LOWER PAXTON enacted  
Ordinance 2006-05, which adopted Chapter 203 of the Codified Ordinances of Lower  
Paxton Township, entitled "Zoning", which contains Section 203-505 of the Zoning  
Ordinance, entitled "Noise", which prohibits the following: sound levels in excess of 60  
dBA measured at the lot line of a residential use receiving the noise in a residential  
district from 7:00 a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving  
Day, New Years Day, Labor Day and Memorial Day; sound levels in excess of 55 dBA  
measured at the lot line of a residential use receiving the noise in a residential district  
from 9:00 p.m. to 7:00 a.m. other than Sundays, Christmas Day, Thanksgiving Day, New  
Years Day, Labor Day and Memorial Day; sound levels in excess of 65 dBA measured at  
the lot line of a principal residential use in a commercial or industrial district from 7:00  
a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years

Day, Labor Day and Memorial Day; sound levels in excess of 60 dBA measured at the lot line of a principal residential use receiving the noise in a commercial or industrial district from 9:00 p.m. to 7:00 a.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day; and sound levels in excess of 70 dBA measured at any lot line other than the above-referenced lot lines at all times and days. A certified copy of said Ordinance is included with this Petition.

2. Ordinance 2006-05, which adopted Chapter 203 of the Codified Ordinances of Lower Paxton Township, entitled “Zoning” also contains Section 203-106 of the Zoning Ordinance, entitled “Enforcement, violations and penalties”, which imposes a civil penalties for violations of Chapter 203, “Zoning” of not more than \$500.00 plus all court costs, including the reasonable attorney fees incurred by the Township as a result thereof. A certified copy of said Ordinance is included with this Petition.

3. That on February \_\_\_\_, 2020, the TOWNSHIP OF LOWER PAXTON passed Resolution 20-\_\_\_\_ adopted under the provisions of and in accordance with the dictates of Section 493.1(b) of the Liquor Code (47 P.S. §4-493.1(b)), confirming the Township’s desire to be exempt from the provisions of Section 493(34) of the Liquor Code (47 P.S. §4-493(34)). The original Resolution signed by the Chairman of the Board of Supervisors and attested by the Township Secretary is included with this Petition for filing.

4. That accompanying this Petition is a complete written description of the boundary lines for the proposed exempted noise area.

5. That one copy of a geographical map with a minimum size of 36 inch x 36 inch including the designated boundary lines of the proposed exempted noise area within the Township is included with this Petition.

6. Three copies of the geographical map reduced to an 8 ½ inch x 11 inch size are included with this Petition.

7. The proposed location within the proposed exempted area to be used by the Board for a public hearing on this Petition is the Lower Paxton Township Municipal Building, 425 Prince Street, Harrisburg, PA 17109.

8. The name of the local newspaper for the area to be exempted is the Patriot News.

9. The list of licensees that are within the proposed exempted area is included with this Petition.

WHEREFORE, the TOWNSHIP OF LOWER PAXTON respectfully requests the Liquor Control Board to approve its desire to substitute Sections 203-505 and 203-106 of the Zoning Ordinance currently in effect for the provisions of Section 493(34) of the Liquor Code.

Respectfully submitted,

By: \_\_\_\_\_  
STEVEN A. STINE, ESQUIRE  
Township Solicitor  
Attorney I.D. No. 44859  
23 Waverly Drive  
Hummelstown, PA 17036  
(717) 903-1268

**UNDERGROUND FACILITIES LOCATING AND MARKING  
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of December 18, 2018, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Lower Paxton Township (**Customer**).

**BACKGROUND**

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

**AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
  - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
  - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
  - 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.

- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.
- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.

- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than 30 minutes at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within the outside dimensions in inches of both sides of an Underground Facility as regulated by state.

Pennsylvania-18 Inches inches

- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services

as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.

- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark. All Design and Traffic Signal loop One call tickets will be excluded from this agreement.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, storm sewer, sanitary sewer, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.
- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer. USIC will provide locating services which follow the Common Ground Alliance Best Practices for Temporary Marking set forth in ANSI standard Z535.1. Should the Common Ground Alliance Best Practices be amended, the amended guidelines shall be applied and followed. If the Common Ground Alliance Best Practices no longer publishes guidelines for temporary markings or if the responsibility for publishing the guidelines is transferred to or assumed by another entity, the facility owner shall follow the guidelines approved by the One Call System's board of directors.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings then provide positive response to PA One Call.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site. USIC will also provide positive response to PA One Call.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.

- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. Customer agrees to provide USIC with any applicable updates to maps and records monthly. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. USIC shall comply with all applicable Laws and Regulations relating to the safety

of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. USIC shall comply with the applicable requirements of Lower Paxton Township's safety programs, if any.

- 2.11 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints. Customer agrees to provide USIC with any applicable updates to maps and records monthly.
- 3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.
- 3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

- 4.1 This Agreement shall be effective as of December 18, 2018, and continue for a period of 12 months, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3. USIC shall begin locating for Lower Paxton Township beginning January 7, 2019 at 7:00am.
- 4.1 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.
- 4.2 Either party to this Agreement can terminate this Agreement upon 30 Days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will

seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.

5.3 USIC shall be entitled to collect an investigation fee of \$250 for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.

5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

6.1 USIC will be responsible for paying Customer's Restoration Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and b) the Damage to Customer's Facilities constitutes an At Fault Damage. Restoration costs payable by USIC shall at no time collectively exceed \$500 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents

or employees. USIC's total liability for all claims of any kind arising from or related to the formation, performance or breach of this contract or any services provided hereunder shall not exceed the annual value of this Agreement.

7. Indemnification of USIC by Customer

7.1 To the extent authorized by applicable law, customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 2%.

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence
Umbrella Liability	\$5,000,000 Each Occurrence
	\$5,000,000 Aggregate

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such

notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

## 12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.

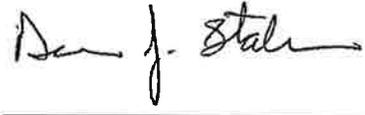
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Lower Paxton Township

USIC Locating Services, LLC

By:   
(Signature)

By:   
(Signature)

Lowman S. Henry  
(Please print)

Darin Stalbaum  
(Please print)

Title: Chairman, Board of Supervisors Title: VP - Sales & Marketing

**Exhibit A**

USIC Locating Services, LLC shall provide services for the following:

- **State(s):** Pennsylvania
- **Facility Type(s):** Sewer-Sanitary; Sewer-Storm
- **CDC Code(s):** \_\_GI1\_\_\_\_\_

**Exhibit B**

USIC Locating Services, LLC will charge for services rendered hereunder:

***Pricing Proposal***

- Per One Call Ticket \$13.00
- Project Threshold \$15.00 Per ¼ Hour

**NOTE:** USIC does not charge for any drive time

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**Pricing Definitions**

**Per One Call Ticket -** All tickets received from the State One Call with Lower Paxton Township's Member Code. Each ticket granted 30 minutes of locating time.

**Project Threshold Rate** If locating the Lower Paxton Township utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after thirty minutes of locating

Invoice Distribution Method: Email

Phone:

Email:

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer with payment terms of Net 30 of invoice date.

## Exhibit C

### USIC Locating Services Technician Training

USIC Locating Services has over 7,500 highly-trained technicians in the field equipped with the latest technology so they can provide the most accurate, timely service to our customers. Our technicians use the RD 8000/8100, which is the most advanced precision locator and these units are built by Radiodetection directly for USIC. It allows our technicians to choose the optimum level of precision for the job at hand. Integrated GPS and usage-logging options automatically generate data for customer reports with in-house quality and safety audits to promote best working practices. Each technician has a company vehicle clearly marked USIC, while also promoting 811. USIC's fully encompassing Fleet Management Program is used to manage fleet inventory, facilitate in the reduction of motor vehicle accidents and monitor employee driving performance using extensive live driver telematics. Live telematic information is collected daily from over 8,000 USIC fleet vehicles and used to grade and rank drivers, districts and regions. Our nationwide size and scale gives us the ability to move resources to fit any needs as they arise. If a large rebuild requires immediate additional staffing, we will begin the recruiting and training process, but will also bring in technicians from other districts if needed. This will immediately fill the need with experienced help, while we source and train additional local technicians. USIC can also take on any additional services, such as site surveillance, inspection, follow-up visits, maintenance of marks and stakes, collection of GPS data on certain infrastructure, standby protection, and testimonial support.

A. Our **five-step training process** consists of the following:

- (1) **In Class Training** - All USIC Locate Technicians receive a minimum 40 hours of classroom training, based on utility density. Trainees learn about USIC, our company culture, expectations, and the skills needed to be an efficient USIC Locate Technician.
- (2) **On the Job Training** - Following in-class training, Trainees enter a structured OJT program. Trainees are paired with experienced Locate Technicians and work in the areas where they will operate. Working with their coach, they will perfect their skills and learn techniques based on industry wide best practices and the most up-to-date field techniques to protect infrastructure and the public.
- (3) **Certification Process** - All Trainees must complete a comprehensive field certification verifying field proficiency. USIC selects and trains acceptance certifiers from our most knowledgeable and highly skilled technicians.
- (4) **Qualified Technician** - USIC Locate Technicians are specifically trained to meet their customer needs. This includes specialized, utility-specific training, developed in partnership with USIC customers and Operator Qualifications, where required.

(5) **Continuing Education** - All USIC Locate Technicians will receive annual and ongoing training to build their knowledge and skills. The USIC Institute provides hundreds of hours of ongoing learning available at any time to our employees. Our 3 Core Programs of Safety includes the "Why", "How", and "What": **Why: Locate Zero** - Locate Zero is the foundation of our EHS Program; the WHY behind what we do. It is through Locate Zero that we can communicate why safety is important throughout our organization and bring to life what each employee values to make it personal for them. Locate Zero goes far beyond just being safe. It places an importance on why we choose to be safe for ourselves, our fellow coworkers, the public and the communities in which we live and work in. **How: A3 Program** - The A3 Program explains how we do what we do to achieve World Class Safety. This simple 3-step cognitive-based process of Assess, Analyze and Act directly impacts and engages employees in hazard recognition/mitigation techniques and internalizes their own personal values as they approach their daily work tasks. **What: F.L.A.G.** - F.L.A.G. is one example of a tool our employees use, representing the WHAT in our safety culture. F.L.A.G. is a safety program designed to address the four major types of incidents our employees experience and the proper techniques to help mitigate these common hazards. (Footing, Line of Fire, Alignment, and Get Your Eyes on The Path).

## **FIRST AMENDMENT TO ROADWAY IMPROVEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO ROADWAY IMPROVEMENT AGREEMENT** (the "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **THE McNAUGHTON COMPANY**, a Pennsylvania corporation, ("Developer"), and **LOWER PAXTON TOWNSHIP**, a township of the second class in Dauphin County, Pennsylvania ("Township").

### **BACKGROUND**

A. In connection with the approval of the Preliminary Plan for Autumn Oaks, Township sought, and Developer agreed, to provide certain roadway improvements to Patton Road.

B. The details of these improvement were memorialized in the Roadway Improvement Agreement, dated June 17, 2008, between Developer and Township ("Agreement").

C. Subsequent to the commencement of the Autumn Oaks new home community, the Developer and Township recognized changes in traffic flows and desired to provide alternative public improvements that would be more beneficial to the residents of Lower Paxton Township.

D. At its meeting on December 12, 2017, the Township Board of Supervisors agreed to accept alternative improvements including a Township Park Facility and certain repairs to the Patton Road Paxton Creek Culvert in lieu of the roadway improvements to Patton Road as outlined in the Agreement.

E. Developer and Township desire to amend the Agreement, specifically to substitute the construction by the Developer and dedication to the Township of a recreation facility and the Developer installation of a new Patton Road Paxton Creek Culvert.

F. Defined or capitalized terms that are not specifically defined herein shall have the meaning ascribed to them in the Developer Agreement.

NOW, THEREFORE, intending to be legally bound hereby, Developer and the Township hereby agree as follows:

1. The above recitals are incorporated by reference into this Amendment as if fully restated herein.

2. The Developer Agreement is hereby amended as follows:

A. Proposed Improvements.

1. Patton Road Culvert – Developer will remove and replace the existing Paxton Creek Culvert. The replacement culvert will be a forty foot (40') long 4' x 7' culvert with concrete endwalls. The existing guiderail shall

be replaced and paving restoration shall be in accordance with Township standards. The plan detailing the work is attached as Exhibit A. Any modifications required to the culvert design as a result of the review and approval of the environmental permits outlined in Paragraph 2.B.2 below must be reviewed, approved and mutually agreeable to Township and Developer.

2. Autumn Oaks Park – Developer will improve and dedicate to the Township for inclusion in the Township’s public park system a recreation facility as depicted on the attached Exhibit B. Developer to perform all rough grading, fine grading, topsoil replacement, seed and mulch. Additional details and specifications as follows:
  - a. Access drive and parking facility – twenty foot (20’) wide paved access drive to consist of 6” of 2A stone, 3” of 25mm paving and 1.5” of 9.5mm wearing course. Parking facility approximately 1,939 SY in size and containing a minimum of forty-five (45) parking spaces. The parking facility to be constructed of 6” of 2A stone, 3” of 25mm paving and 1.5” of 9.5mm wearing. Parking lot to be lined. Two (2) street lights to be provided.
  - b. Walking trails – install approximately 2,325 linear feet of walking trail consisting of 6” of 2A stone and 2” of 19mm paving. Trails to be six feet (6’) wide.
  - c. Pavilion – 15’ x 30’ pavilion. Concrete pad surface to consist of 6” of 2A stone and 4” of poured and finished concrete. Wood frame construction with shingled roof, four (4) electrical outlets and a surface mounted light. Enclosed rafters. Subject to Lower Paxton Township Building Codes.
  - d. Playground – 53’ x 83’, approximately, playground to include furnish and install equipment (2 play structures, a 3 bay swingset, and 2 additional play structures) as per the attached plan. Play surface to be up to 12” engineered wood fiber. Playground, as designed, meets ADA requirements.
  - e. Pickleball Court – 64’ x 61’ paved surface (6” 2A, 2” 19mm paving) with surface finish and markings for 2 pickleball courts. Nets to be furnished and installed. Area to be fenced with 6’ high black vinyl coated chain link fence with 1 gate.

B. Timing of Improvements, Improvement Guarantee.

1. The Autumn Oaks Park Improvements as detailed in Paragraph 2.A.2. above will be completed by July 31, 2020. Upon completion of the park improvements, the Developer shall submit a deed of dedication for the park facility to Township. Township shall accept the park improvements and park facility containing approximately 29.35 acres of land and require

developer to provide an 18 month maintenance bond for the installed facilities.

- 2. The Patton Road culvert replacement shall be completed within 120 days of receipt of required permitting from the Pennsylvania Department of Environmental Protection. Developer is required to prepare and submit any permits required for the culvert replacement. Lower Paxton Township agrees to be the named applicant and sign any applications, if so required, for any permits.
- 3. Township is currently holding an improvement guarantee to secure the completion of the above described work. The improvement guarantee, in the amount of \$421,377.00 shall be retained by the Township until completion of the work and confirmation of same by the Township Engineer. Prior to release of the improvement guarantee, Township shall require the posting of an 18 month maintenance bond for the park improvements in the amount of \$34,707.00.

3. The improvements contemplated herein are a substitution for the roadway improvements and do not effect, modify or cancel the Developer's responsibility to pay a fee-in-lieu of dedication for the lots created in Autumn Oaks.

4. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals to this First Amendment to Roadway Improvement Agreement the day and year first above written.

WITNESS/ATTEST:

DEVELOPER:  
The McNaughton Company

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

WITNESS/ATTEST:

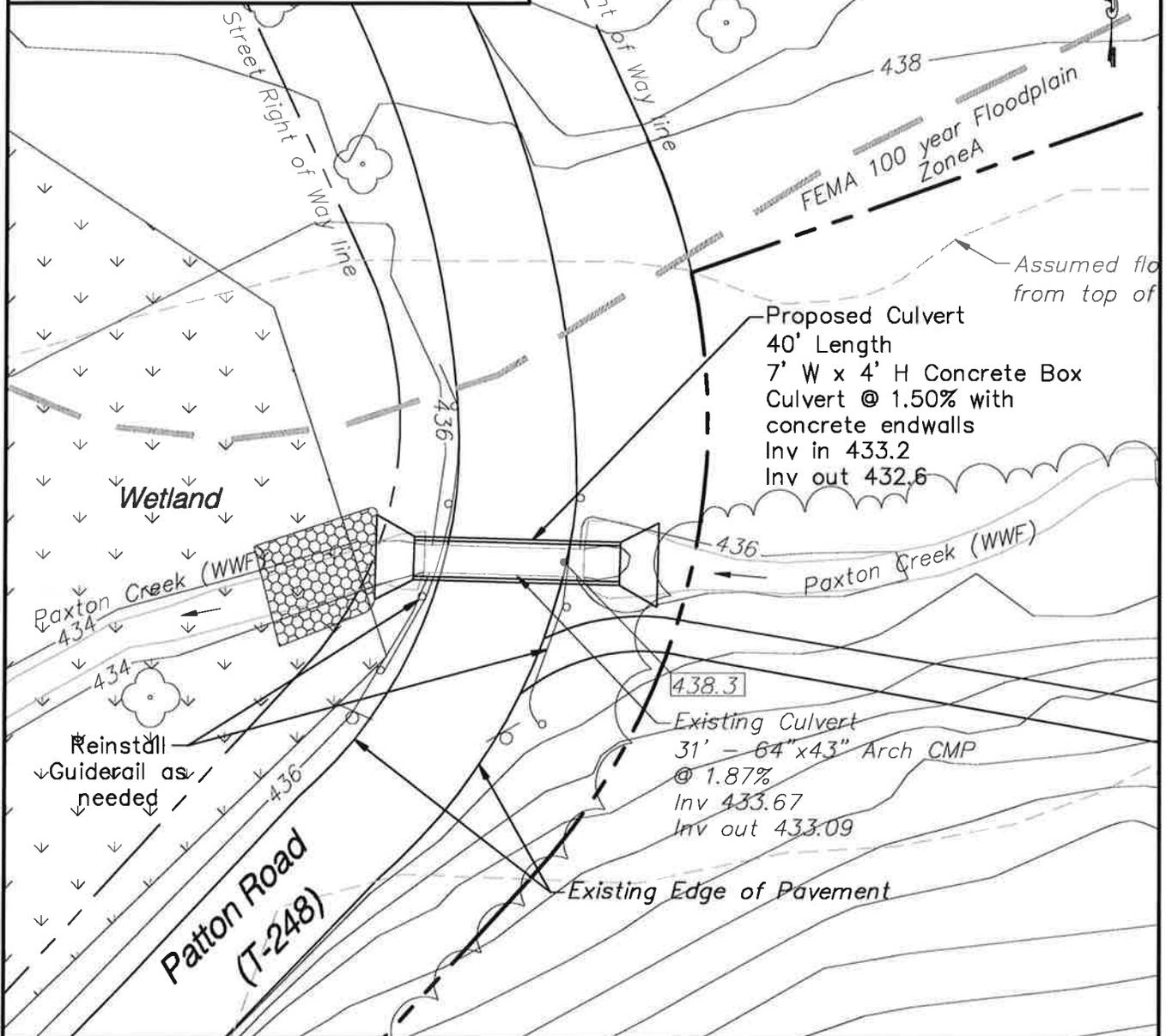
TOWNSHIP:  
Lower Paxton Township,  
Dauphin County, Pennsylvania

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

**PLAN INTENT NOTE**

The intent of this plan is to provide a plan view of the Patton Road Culvert Replacement Project. The project consists of replacing the existing CMP culvert with a concrete box culvert with concrete endwalls. The culvert shall be 7' wide x 4' height and 40' length. Roadway and guiderail restoration shall be performed accordingly. This plan is a plan view concept; see General Permit Plan for details.



**MELLOTT ENGINEERING**  
 Civil Engineering Land Planning & Development Water Resources  
 7500 Devonshire Heights Road Hummelstown, PA 17036  
 717-566-6533

**STORMWATER CULVERT PLAN VIEW**  
 FOR  
**PATTON ROAD CULVERT REPLACEMENT**  
 Located In  
 Lower Paxton Township, Dauphin County, Pennsylvania

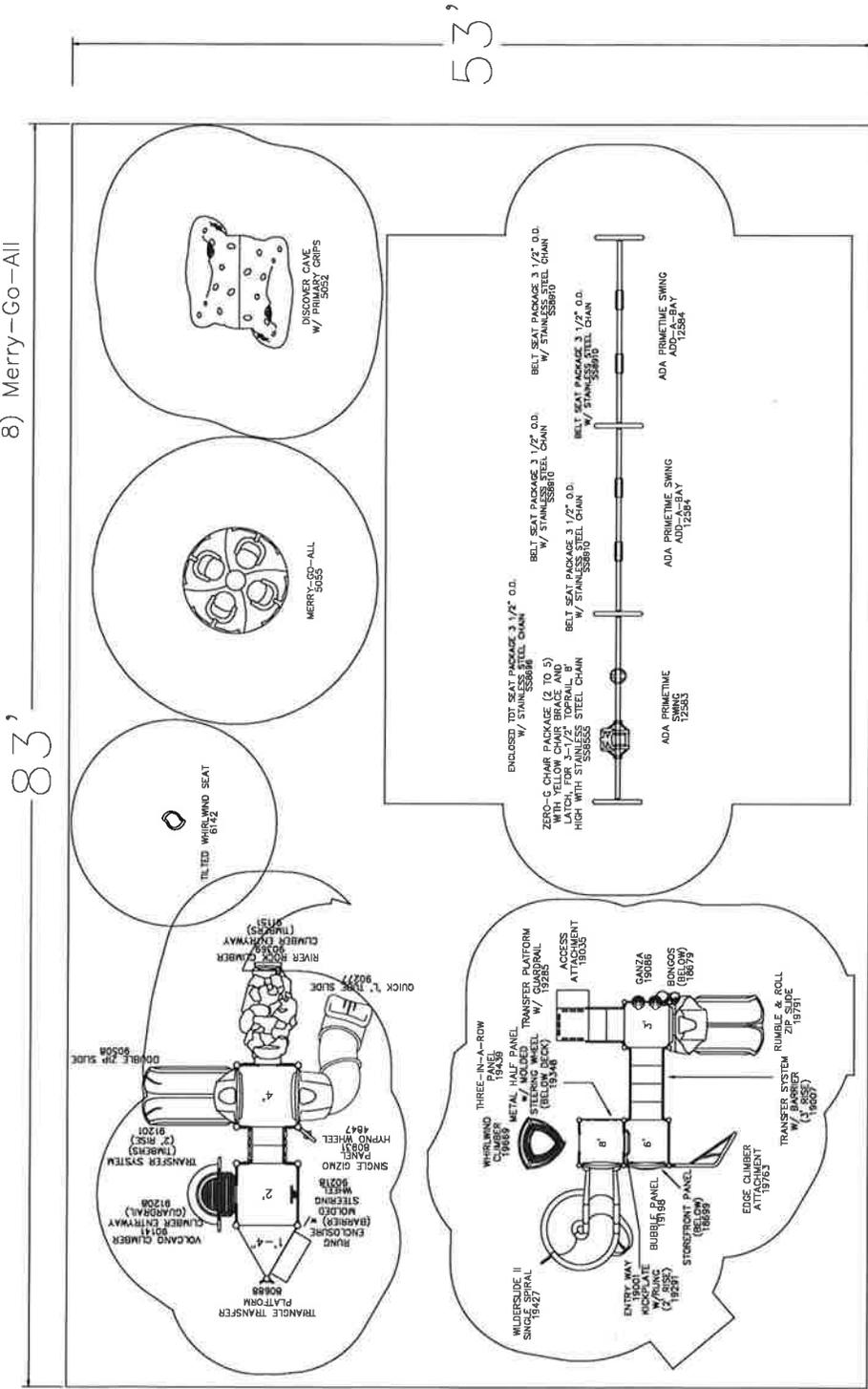
Project No.	207027
Date	1/11/2020
CAD File	201901d
Revision Date:	-
Scale:	1" = 30'
Sheet No.	1 of 1



**EQUIPMENT LIST**

- 1) PrimeTime "Surfs Up" 5-12yr play structure (PT18031)
- 2) PowerScope "High Point" 2-5yr play structure (PS16020)
- 3) PrimeTime 3-bay swing frame
- 4) Four (4) belt seats
- 5) One (1) enclosed tot seat
- 6) One (1) Zero-G Chair 2-5yr
- 7) Discover Cave
- 8) Merry-Go-All

Play Area: 53'x83' (4,399sf)



**GameTime**  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

**McNaughton Homes (Autumn Oaks)**  
 Site Layout (Ver2)  
 Harrisburg, PA  
 Representative  
 MRC Recreation

This Unit includes play events and routes or travel specifically designed for children with disabilities. These play events and routes of travel conform to the accessibility requirements of the Americans with Disabilities Act.

Total Elevated Play Components	0
Total Elevated Components Accessible By Ramp	0
Total Elevated Components Accessible By Transfer	0
Total Accessible Ground Level Components Shown	0
Total Different Types Of Ground Level Components	0

This play equipment is recommended for children ages 5 and older. This drawing can be scaled only when in an 18" x 24" format.

Minimum Area Required:  
 Scale: 1" = 5'-0"  
 This drawing can be scaled only when in an 18" x 24" format.

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, and depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CANCSA-2614.

Drawn By:  
 DEM  
 Date:  
 10/7/19  
 Drawing Name:

# Memo

To: Brad Gotshall  
From: Amanda Zerbe  
Date: January 31, 2020  
Re: Amber Fields Phases 8a, 8b & 8c Road Dedication

---

Please find attached the roadway dedication packet for roads within the Amber Fields development.

All required inspections have been conducted and approved.

Staff recommends approval of the dedication of portions of Amber Fields roads as shown on the attached exhibits.

**LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS**

**RESOLUTION 20-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP AUTHORIZING THE ACCEPTANCE OF PORTIONS OF CANDLESTICK COURT, CHRISTIAN'S DRIVE, FENWAY DRIVE AND RIVERSIDE COURT (ATTACHED EXHIBITS A & B) OF THE AMBER FIELDS DEVELOPMENT (Phases 8A, 8b & 8c).**

**WHEREAS**, the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania desires to accept the following named and described street as public roads, to become part of the public road system of Lower Paxton Township, under and pursuant to the Act of 1933, May 1, P.L.103, No., 69, Re-enacted and amended November 9, 1995, (P.L. 350, No. 60) Section 2316, as amended, 53 Purdon's Statues Section 67316, all of which streets are dedicated to use as public roads on approved and recorded plans, recorded in the Office of Recorder of Deeds of Dauphin County, Pennsylvania to Instrument Number 20170008616 and 20180012899.

**WHEREAS**, the Developer and Lower Paxton Township will enter into a Maintenance Agreement specifying the improvements and establishing financial security for the proper installation and completion of the improvements.

**WHEREAS**, in accordance with the provisions of the MPC, and in order to guarantee that the improvements will be free from defects for a period of eighteen (18) months from the date of their acceptance by Lower Paxton Township, the Developer is required to provide financial security for maintenance of the improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the following named street or portions thereof as hereinafter described is accepted by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania as public roads which shall be and become a part of the public road system of Lower Paxton Township.

*Candlestick Court see attached plat (Exhibit "A" AND legal description Exhibit "B")*

*Christian's Drive see attached plat (Exhibit "A" AND legal description Exhibit "B")*

*Fenway Drive see attached plat (Exhibit "A" AND legal description Exhibit "B")*

*Riverside Court see attached plat (Exhibit "A" AND legal description Exhibit "B")*

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**BOARD OF SUPERVISORS  
LOWER PAXTON TOWNSHIP**

\_\_\_\_\_  
Robin L. Lindsey, Secretary

\_\_\_\_\_  
Lowman S. Henry, Chairman



**LEGAL DESCRIPTIONS AND EXHIBITS  
REVIEW REPORT #1**

**TO:** Amanda Zerbe, Zoning Officer  
Lower Paxton Township

**DATE:** January 21, 2020

**RE:** Roadway Dedication Legal Descriptions and Exhibits for  
Amber Fields Phases 8A, 8B, and 8C

We have completed our review of the following information for the above-referenced project:

<b>Submission:</b>	<b>Dated:</b>	<b>Last Revised:</b>
Road Dedication Plant for Amber Fields Phases VIIIA, VIIB, VIIC – 3 Sheets	December 24, 2019	---
Legal Description	December 24, 2019	---

The legal check has been completed for the above referenced project. The legal description is sufficiently correct and checks with the exhibit.

*This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.*

Jason R. Hinz, P.E.  
**Herbert, Rowland & Grubic, Inc.**

JRH/LB  
R000184.0002 (Phase 4581)  
P:\0001\000184\_0002\Admin\4581- Amber Fields PH VIIIA F-SD\Post Dedication\PR#1 - Legals & Exhibits.docx

- c: Joel McNaughton (jmcnaughton@mcnaughtonco.com)  
Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)  
Nick Gehret (ngehret@lowerpaxton-pa.gov)  
Jim Allison (jallison@hrg-inc.com)

Parcel # 35-047-020

**DEED OF DEDICATION**

THIS INDENTURE made the \_\_\_\_\_ day of January, 2020,

BETWEEN:

THE McNAUGHTON COMPANY, a Pennsylvania Corporation, having its principal place of business at 4400 Deer Path Road, Suite 201, Harrisburg, Dauphin County, Pennsylvania, hereinafter referred to as the "GRANTOR,"

AND

TOWNSHIP OF LOWER PAXTON, a municipal township of the first class, situated in Dauphin County, Pennsylvania, hereinafter called "GRANTEE,"

WHEREAS, Grantor, is the subdivider and developer of a subdivision known as Amber Fields – Phase 8A and Amber Fields - Phase 8B & 8C, situate in the Township of Lower Paxton, County of Dauphin and Commonwealth of Pennsylvania, which is more particularly depicted on those certain Final Subdivision Plans of Amber Fields – Phase 8A, prepared by Mellott Engineering, Inc., as recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania on April 6, 2017 under Instrument # 20170008616 and on those certain Final Subdivision Plans for Amber Fields – Phase 8B & 8C, prepared by Mellott Engineering, Inc., as recorded in the Office of the Recorder of Deed in and for Dauphin County, Pennsylvania on May 29, 2018 under Instrument # 20180012899, (hereinafter called "Plans"); and

WHEREAS, said Plans contains portions of the streets known as Candlestick Court, Candlestick Drive, Christian's Drive, Fenway Drive and Riverside Court which are intended to be dedicated by Grantor to Grantee to become part of the Grantee's public road system; and

WHEREAS, Grantor has completed the installation of the above-referenced Streets known as Candlestick Court, Candlestick Drive, Christian's Drive, Fenway Drive and Riverside Court and desires by these presents to dedicate said street to Grantee for inclusion in Grantee's public road system for public use and maintenance;

NOW, THEREFORE, WITNESSETH: That the said Grantor, for an in consideration of the advantage to them accruing as well as for divers other considerations affecting the public welfare which the Grantor seeks to advance, has granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the Grantee, its successors and assigns,

ALL those certain pieces or parcels of land situate in the Township of Lower Paxton, County of Dauphin and Commonwealth of Pennsylvania, being portions of the streets known as Candlestick Court, Candlestick Drive, Christian's Drive, Memorial Drive and Riverside Court, as shown on and limited by the plan attached hereto marked "Exhibit A", the locations and dimensions thereon being incorporated herein by reference thereto, and as referenced on the legal description attached hereto as "Exhibit B".

BEING part of the same premises which Elvin M. Warner, Jr., a married man, and Shirley R. Seldomridge, a married woman, and Glenn A. Warner, a married man, by Deed dated May 18, 1992, and recorded in the Office of the Recorder of Deeds in and for Dauphin County, in Book 1770, Page 167, conveyed to Glen R. Grell, Esquire, Exchange Trustee for The McNaughton Company.

ALSO being the same premises which Glen R. Grell, Esquire, Exchange Trustee for The McNaughton Company, by Deed dated January 29, 1993, and recorded in the Office of the Recorder of Deeds in and for Dauphin County, in Book 2683, Page 634, conveyed to The McNaughton Company, Grantor herein.

TO HAVE AND TO HOLD the said tracts or pieces of ground above described unto the said Grantee, to and for the only proper use and behalf of the said Grantee, its successors and assigns forever, as and for public streets or highways and for no other purpose whatsoever and to the same extent and with the same effect as if the said streets had been opened by a Decree of Court of Common Pleas for the County of Dauphin, after proceedings duly had for that purpose under and in the pursuance of the laws of the Commonwealth of Pennsylvania. And the said Grantor, for itself, its successors and assigns, by these presents covenant, promise and agree to and with the said Grantee, its successors and assigns that neither the Grantor nor its successors or assigns shall not will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of any of said streets to the grade as now established by the Commissioners of Lower Paxton Township, and if such grade shall not be established at the day of the date of the presents that neither the said Grantor, nor its successors or assigns, shall or will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading or said streets to conform to the grade as first thereafter established by the said Commissioners of Lower Paxton Township.

AND, the Grantor, for itself and its successors and assigns, does by these presents further covenant, promise and agree to and with Grantee, its successors and assigns, that the said pieces or parcels of land above described unto the Grantee, its successors and assigns, and against it, the Grantor, its successors and assigns, and against it, the 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 them shall and will warrant and forever defend.

- Signature Page Follows -

IN WITNESS WHEREOF, the said Grantor has hereunto set its hands and seals the day and year first above written.

ATTEST:

THE McNAUGHTON COMPANY

Lawrence M. McDaniel

Francis J. McNaughton  
BY: Francis J. McNaughton, President

COUNTY OF DAUPHIN

: SS:  
:

On this the 16th day of January, 2020, before me, a Notary Public, the undersigned officer, personally appeared Francis J. McNaughton, who acknowledged himself to be the President of THE McNAUGHTON COMPANY, a Pennsylvania Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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

Shari Fields  
Title of Officer Notary

My Commission Expires: 1/11/23

Commonwealth of Pennsylvania - Notary Seal  
Shari Fields, Notary Public  
Dauphin County  
My commission expires January 11, 2023  
Commission number 1344429  
Member, Pennsylvania Association of Notaries

CERTIFICATE OF BUSINESS ADDRESS

I hereby certify that the precise business and complete post office address of the within named Grantee is:

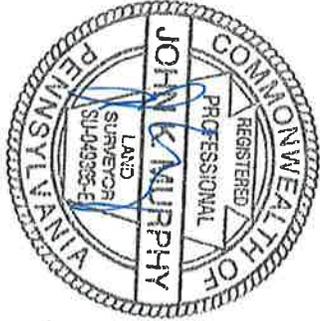
425 Prince Street  
Harrisburg, Pennsylvania 17109

\_\_\_\_\_  
Date

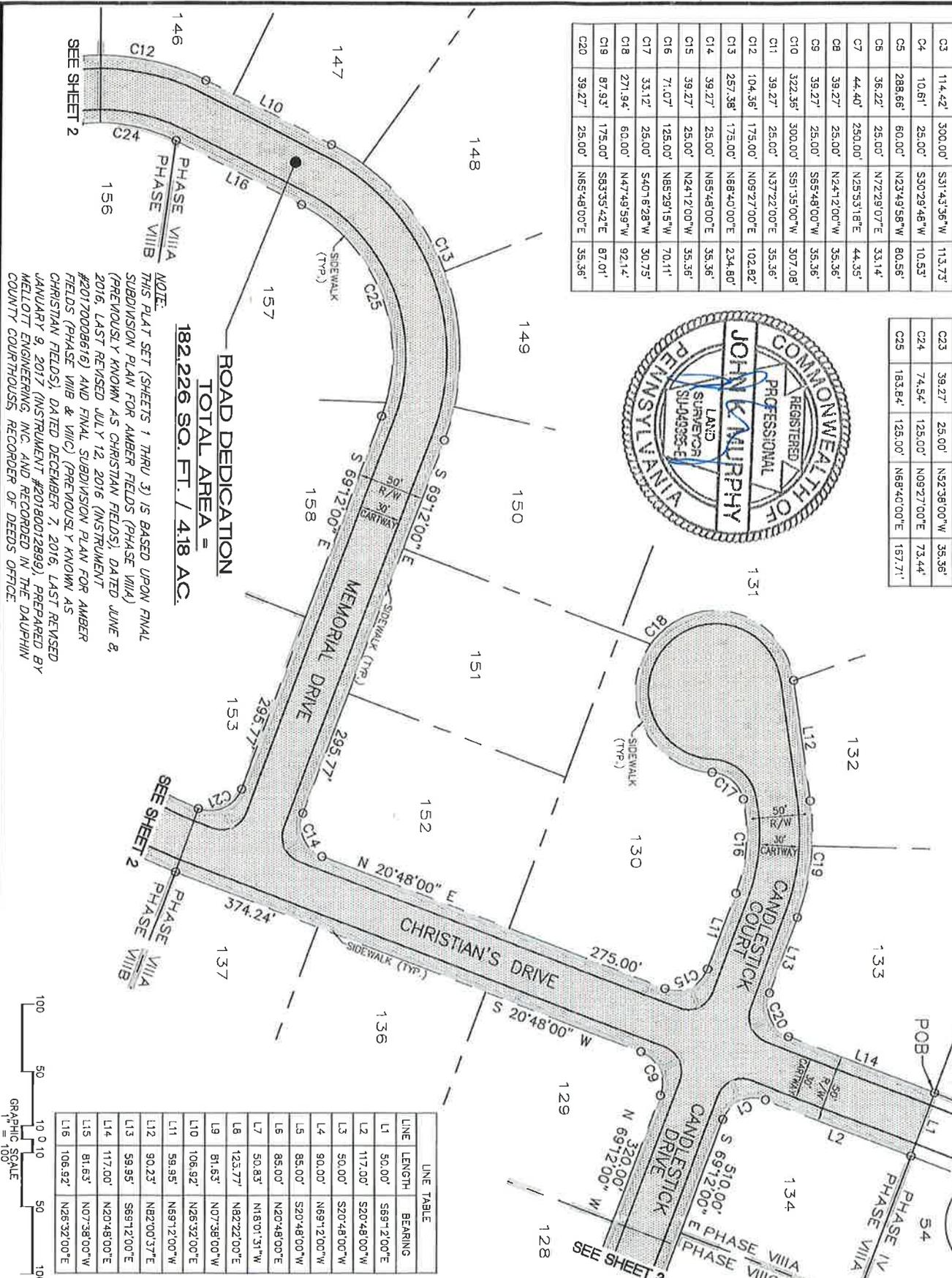
\_\_\_\_\_  
Township Solicitor

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.27'	25.00'	S24°12'00"E	35.36'
C2	39.27'	25.00'	S65°48'00"W	35.36'
C3	114.42'	300.00'	S31°43'36"W	113.73'
C4	10.61'	25.00'	S30°29'48"W	10.53'
C5	288.66'	60.00'	N23°49'58"W	80.56'
C6	36.22'	25.00'	N72°29'07"E	33.14'
C7	44.40'	250.00'	N29°53'18"E	44.35'
C8	39.27'	25.00'	N24°12'00"W	35.36'
C9	39.27'	25.00'	S65°48'00"W	35.36'
C10	322.36'	300.00'	S51°35'00"W	307.08'
C11	39.27'	25.00'	S37°22'00"E	35.36'
C12	104.36'	175.00'	N09°27'00"E	102.82'
C13	267.38'	175.00'	N68°40'00"E	234.80'
C14	39.27'	25.00'	N65°48'00"E	35.36'
C15	39.27'	25.00'	N24°12'00"W	35.36'
C16	71.07'	125.00'	N65°29'15"W	70.11'
C17	33.12'	25.00'	S40°5'28"W	30.75'
C18	271.94'	60.00'	N47°49'59"W	92.14'
C19	87.93'	175.00'	S63°35'42"E	87.01'
C20	39.27'	25.00'	N65°48'00"E	35.36'

CURVE	LENGTH	RADIUS	BEARING	CHORD
C21	39.35'	25.01'	S24°06'14"E	35.41'
C22	267.80'	250.00'	S57°40'48"W	255.18'
C23	39.27'	25.00'	N52°38'00"W	35.36'
C24	74.54'	125.00'	N09°27'00"E	73.44'
C25	183.84'	125.00'	N68°40'00"E	157.71'



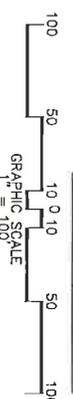
**ROAD DEDICATION AREAS**  
 PHASE VIIIA: 94,264 Sq. Ft. / 2.16 Ac.  
 PHASE VIIIB: 45,811 Sq. Ft. / 1.05 Ac.  
 PHASE VIIIC: 42,151 Sq. Ft. / 0.97 Ac.



**ROAD DEDICATION**  
 TOTAL AREA =  
**182,226 SQ. FT. / 4.18 AC.**

**NOTE:**  
 THIS PLAT SET (SHEETS 1 THRU 3) IS BASED UPON FINAL SUBDIVISION PLAN FOR AMBER FIELDS (PHASE VIIA) (PREVIOUSLY KNOWN AS CHRISTIAN FIELDS), DATED JUNE 8, 2016, LAST REVISED JULY 12, 2016 (INSTRUMENT #20170008616) AND FINAL SUBDIVISION PLAN FOR AMBER FIELDS (PHASE VIIIB & VIIC) (PREVIOUSLY KNOWN AS CHRISTIAN FIELDS), DATED DECEMBER 7, 2016, LAST REVISED JANUARY 9, 2017 (INSTRUMENT #20180012899), PREPARED BY MELLOTT ENGINEERING INC. AND RECORDED IN THE DAUPHIN COUNTY COURTHOUSE, RECORDER OF DEEDS OFFICE.

LINE	LENGTH	BEARING
L1	50.00'	S69°12'00"E
L2	117.00'	S20°48'00"W
L3	50.00'	S20°48'00"W
L4	90.00'	N69°12'00"W
L5	85.00'	S20°48'00"W
L6	50.00'	N20°48'00"E
L7	50.83'	N18°01'31"W
L8	123.77'	N62°22'00"E
L9	81.63'	N07°38'00"W
L10	106.92'	N26°32'00"E
L11	59.95'	N69°12'00"W
L12	90.23'	N82°00'37"E
L13	59.95'	S69°12'00"E
L14	117.00'	N20°48'00"E
L15	81.63'	N07°38'00"W
L16	106.92'	N26°32'00"E



PROJECT NO.  
314152  
 SURVEY BOOK :  
 SCALE : 1" = 100'  
 SHEET 1 of 3

**ROAD DEDICATION PLAT**  
 FOR  
**AMVER FIELDS**  
 PHASES VIIIA, VIIIB, VIIIC  
 LOWER PAXTON TOWNSHIP  
 DAUPHIN COUNTY, PENNSYLVANIA

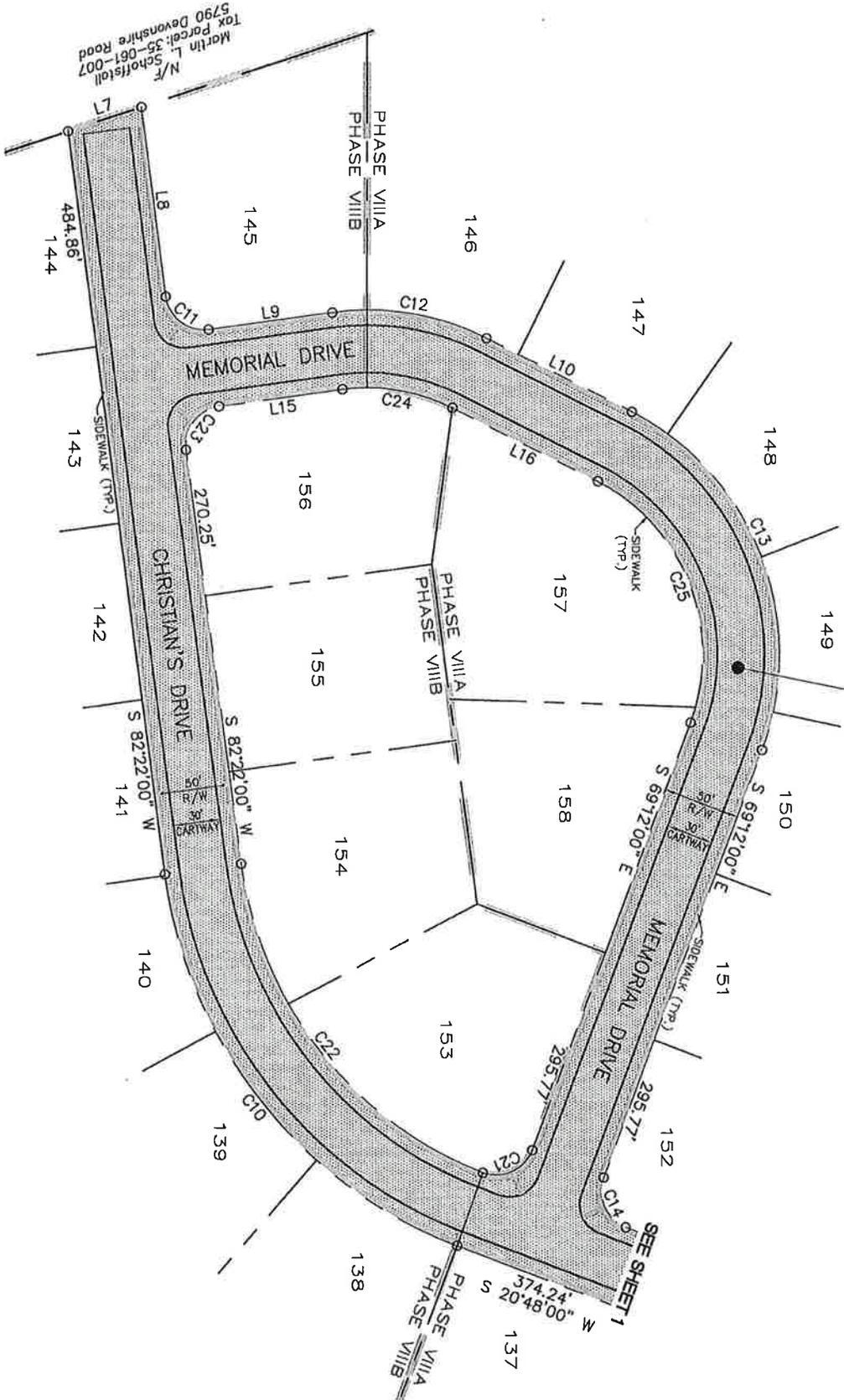
**ALPHA**  
 ALPHA CONSULTING ENGINEERS, INC.  
 PLANNING • ENGINEERING • SURVEYING  
 115 LIMEKILN RD, P.O. BOX 'Q'  
 NEW CUMBERLAND, PA 17070  
 PHONE: (717) 770 - 2500  
 FAX: (717) 770 - 2400  
 WWW.ALPHACEI.COM

DESIGN :  
 DRAWN : JAK  
 CHECKED : JKM  
 DATE : 12-24-2019  
 REV : 01-15-2020

**ROAD DEDICATION AREAS**  
 PHASE VIIIA: 94,264 Sq. Ft. / 2.16 Ac.  
 PHASE VIIIB: 45,811 Sq. Ft. / 1.05 Ac.  
 PHASE VIIC: 42,151 Sq. Ft. / 0.97 Ac.

•SEE SHEET 1 FOR LINE/CURVE TABULATION CHARTS•

**ROAD DEDICATION  
 TOTAL AREA =  
 182,226 SQ. FT. / 4.18 AC.**



PROJECT NO.	314152
SURVEY BOOK :	
SCALE : 1" = 100'	
DATE : 12-24-2019	
REV : 01-15-2020	
SHEET	2 of 3

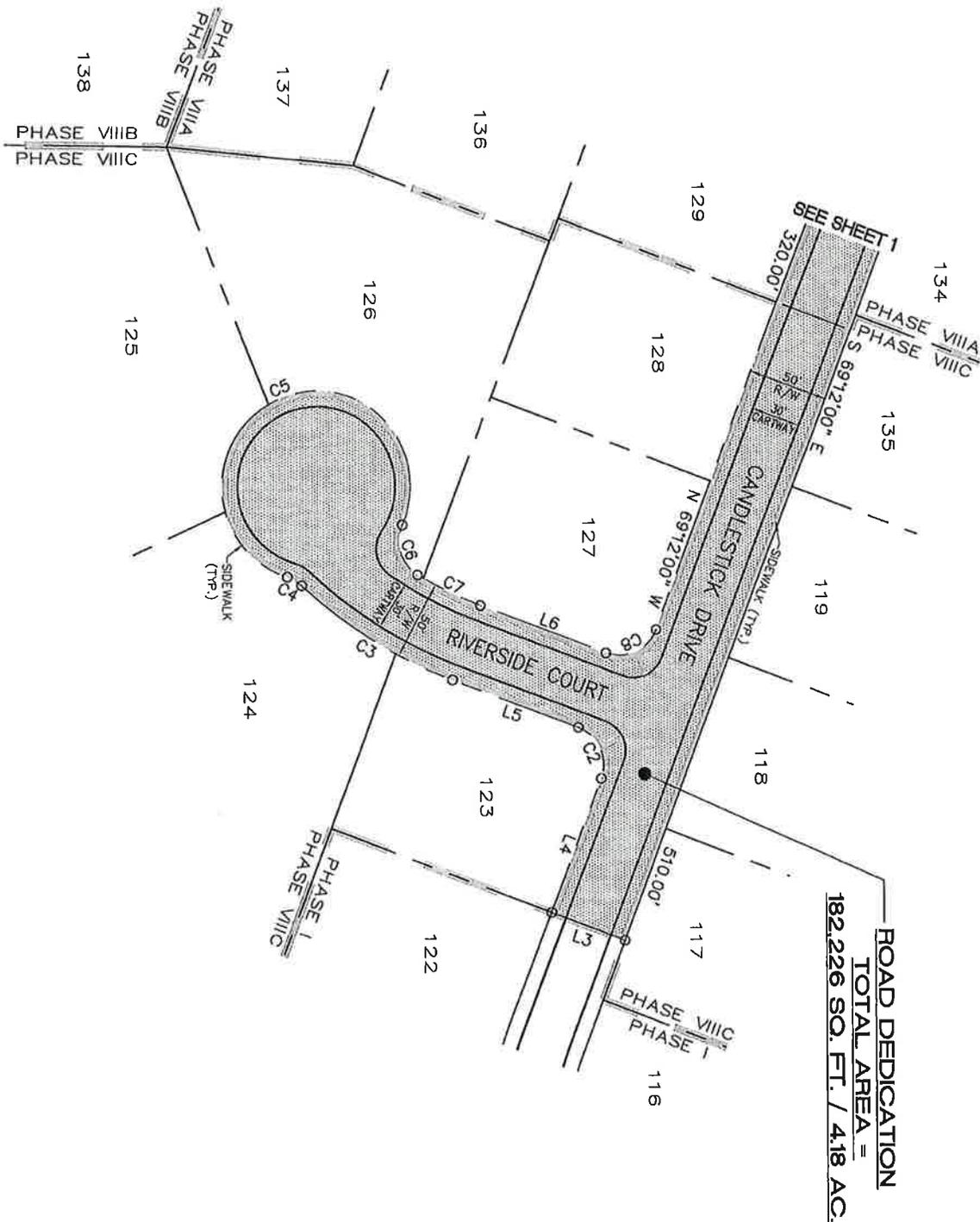
ROAD DEDICATION PLAT  
 FOR  
**AMVER FIELDS  
 PHASES VIIIA, VIIIB, VIIC**  
 LOWER PAXTON TOWNSHIP  
 DAUPHIN COUNTY, PENNSYLVANIA

**ALPHA**  
 ALPHA CONSULTING ENGINEERS, INC.  
 PLANNING • ENGINEERING • SURVEYING  
 115 LIMEKILN RD, P.O. BOX 'G'  
 NEW CUMBERLAND, PA 17070  
 PHONE: (717) 770 - 2500  
 FAX: (717) 770 - 2400  
 WWW.ALPHACEI.COM

DESIGN :	JAK
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ROAD DEDICATION PLAT  
 FOR  
**AMVER FIELDS**  
**PHASES VIIIA, VIIIB, VIIIC**  
 LOWER PAXTON TOWNSHIP  
 DAUPHIN COUNTY, PENNSYLVANIA

PROJECT NO.  
 314152  
 SURVEY BOOK :  
 SCALE : 1" = 100'  
 SHEET 3 of 3



AMBER FIELDS  
ROAD DEDICATION – PHASES VIIIA, VIIIB, VIIC  
Lower Paxton Township, Dauphin County, Pennsylvania

ALL THOSE CERTAIN tracts or parcels of land and premises, situated, lying and being in the Township of Lower Paxton, County of Dauphin, and Commonwealth of Pennsylvania, as shown on plans titled, "Final Subdivision Plan for Amber Fields (Phase VIIIA) (previously known as Christian Fields), dated June 8, 2016, last revised July 12, 2016 (Instrument #20170008616) and "Final Subdivision Plan for Amber Fields (Phase VIIIB & VIIC) (previously known as Christian Fields), dated December 7, 2016, last revised January 9, 2017 (Instrument #20180012899), by Mellott Engineering, Inc. as recorded in the Dauphin County Recorder of Deeds office, being the following street right of ways: Memorial Drive (previously referenced as Fenway Drive - Instrument #20180012899), a portion of Christian's Drive, Candlestick Court, Candlestick Drive, and Riverside Court, as shown on a plat titled, "Roadway Dedication Plat for Amber Fields – Phase VIIIA, VIIIB, VIIC," by Alpha Consulting Engineers Inc., dated December 24, 2019, last revised January 15, 2020, more particularly described as follows:

BEGINNING at a point along the western right-of-way of Christian's Drive, said point being a common corner between Lot 56 and Lot 133 as shown on the aforementioned plat; Thence leaving said western right-of-way and crossing over Christian's Drive, South 69 degrees 12 minutes 00 seconds East a distance of 50.00 feet to a point along the eastern right-of-way of Christian's Drive, said point being a common corner between Lot 54 (Phase IV, Plan Book C, Volume 9, Page 13) and Lot 134; Thence along said eastern right-of-way of Christian's Drive, South 20 degrees 48 minutes 00 seconds West a distance of 117.00 feet to a point; Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of South 24 degrees 12 minutes 00 seconds East and a chord distance of 35.36 feet to a point along the northern right-of-way of Candlestick Drive; Thence along said northern right-of-way of Candlestick Drive, South 69 degrees 12 minutes 00 seconds East a distance of 510.00 feet to a point at Lot 117; Thence leaving said northern right-of-way and crossing over Candlestick Drive, South 20 degrees 48 minutes 00 seconds West a distance of 50.00 feet to a point along the southern right-of-way of Candlestick Drive, said point being a common corner between Lot 122 (T.P. 35-130-122) and Lot 123 as shown on the aforementioned plat; Thence along said southern right-of-way of Candlestick Drive, North 69 degrees 12 minutes 00 seconds West a distance of 90.00 feet to a point; Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of South 65 degrees 48 minutes 00 seconds West and a chord distance of 35.36 feet to a point along the eastern right-of-way of Riverside Court; Thence along said right-of-way of Riverside Court the following seven (7) courses and distances:

1. South 20 degrees 48 minutes 00 seconds West a distance of 85.00 feet,
2. By a curve to the right having a radius of 300.00 feet, an arc length of 114.42 feet, a chord bearing of South 31 degrees 43 minutes 36 seconds West and a chord distance of 113.73 feet,
3. By a curve to the left having a radius of 25.00 feet, an arc length of 10.61 feet, a chord bearing of South 30 degrees 29 minutes 48 seconds West and a chord distance of 10.53 feet,
4. By a curve to the right having a radius of 60.00 feet, an arc length of 288.66 feet, a chord bearing of North 23 degrees 49 minutes 58 seconds West and a chord distance of 80.56 feet,
5. By a curve to the left having a radius of 25.00 feet, an arc length of 36.22 feet, a chord bearing of North 72 degrees 29 minutes 07 seconds East and a chord distance of 33.14 feet,
6. By a curve to the left having a radius of 250.00 feet, an arc length of 44.40 feet, a chord bearing of North 25 degrees 53 minutes 18 seconds East and a chord distance of 44.35 feet, and
7. North 20 degrees 48 minutes 00 seconds East a distance of 85.00 feet to a point at Lot 127;

Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of North 24 degrees 12 minutes 00 seconds West and a chord distance of 35.36 feet to a point along the

southern right-of-way of Candlestick Drive; Thence along said southern right-of-way of Candlestick Drive, North 69 degrees 12 minutes 00 seconds West a distance of 320.00 feet to a point at Lot 129; Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of South 65 degrees 48 minutes 00 seconds West and a chord distance of 35.36 feet to a point along the eastern right-of-way of Christian's Drive; Thence along said right-of-way of Christian's Drive the following three (3) courses and distances:

1. South 20 degrees 48 minutes 00 seconds West a distance of 374.24 feet,
2. By a curve to the right having a radius of 300.00 feet, an arc length of 322.36 feet, a chord bearing of South 51 degrees 35 minutes 00 seconds West and a chord distance of 307.08 feet, and
3. South 82 degrees 22 minutes 00 seconds West a distance of 484.86 feet to a point along lands now or formerly of Martin L. Schoffstall (T.P. 35-061-007);

Thence along said lands now or formerly of Martin L. Schoffstall, North 18 degrees 01 minute 31 seconds West a distance of 50.83 feet to a point along the northern right-of-way of Christian's Drive, said point being the southwest corner of Lot 145; Thence along said northern right-of-way of Christian's Drive, North 82 degrees 22 minutes 00 seconds East a distance of 123.77 feet to a point; Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of North 37 degrees 22 minutes 00 seconds East and a chord distance of 35.36 feet to a point along the western right-of-way of Memorial Drive; Thence along said right-of-way of Memorial Drive the following five (5) courses and distances:

1. North 07 degrees 38 minutes 00 seconds West a distance of 81.63 feet,
2. By a curve to the right having a radius of 175.00 feet, an arc length of 104.36 feet, a chord bearing of North 09 degrees 27 minutes 00 seconds East and a chord distance of 102.82 feet,
3. North 26 degrees 32 minutes 00 seconds East a distance of 106.92 feet,
4. By a curve to the right having a radius of 175.00 feet, an arc length of 257.38 feet, a chord bearing of North 68 degrees 40 minutes 00 seconds East and a chord distance of 234.80 feet, and
5. South 69 degrees 12 minutes 00 seconds East a distance of 295.77 feet to a point at Lot 152;

Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of North 65 degrees 48 minutes 00 seconds East and a chord distance of 35.36 feet to a point along the western right-of-way of Christian's Drive; Thence along said western right-of-way of Christian's Drive, North 20 degrees 48 minutes 00 seconds East a distance of 275.00 feet to a point at Lot 130; Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of North 24 degrees 12 minutes 00 seconds West and a chord distance of 35.36 feet to a point along the southern right-of-way of Candlestick Court; Thence along said right-of-way of Candlestick Court the following seven (7) courses and distances:

1. North 69 degrees 12 minutes 00 seconds West a distance of 59.95 feet,
2. By a curve to the left having a radius of 125.00 feet, an arc length of 71.07 feet, a chord bearing of North 85 degrees 29 minutes 15 seconds West and a chord distance of 70.11 feet,
3. By a curve to the left having a radius of 25.00 feet, an arc length of 33.12 feet, a chord bearing of South 40 degrees 16 minutes 28 seconds West and a chord distance of 30.75 feet,
4. By a curve to the right having a radius of 60.00 feet, an arc length of 271.94 feet, a chord bearing of North 47 degrees 49 minutes 59 seconds West and a chord distance of 92.14 feet,
5. North 82 degrees 00 minutes 37 seconds East a distance of 90.23 feet,
6. By a curve to the right having a radius of 175.00 feet, an arc length of 87.93 feet, a chord bearing of South 83 degrees 35 minutes 42 seconds East and a chord distance of 87.01 feet, and
7. South 69 degrees 12 minutes 00 seconds East a distance of 59.95 feet to a point at Lot 133;

Thence by a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of North 65 degrees 48 minutes 00 seconds East and a chord distance of 35.36 feet to a point along the western right-of-way of Christian's Drive; Thence along said western right-of-way of Christian's Drive,

North 20 degrees 48 minutes 00 seconds East a distance of 117.00 feet to a point, said point being the place of BEGINNING.

EXCEPTING AND EXCLUDING THEREFROM Lots 153-156 (Amber Fields, Phase VIII B, Instrument #20180012899) and Lots 157-158 (Amber Fields, Phase VIII A, Instrument #20170008616) as shown and described on the aforementioned plat.

CONTAINING: 182,226 Square Feet (4.18 Acres)





**pennsylvania**  
DEPARTMENT OF REVENUE

Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

### A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Telephone Number:		
Joel McNaughton	(717) 234-4000		
Mailing Address	City	State	ZIP Code
4400 Deer Path Road, Suite 201	Harrisburg	PA	17110

### B. TRANSFER DATA

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)		
The McNaughton Company	Lower Paxton Township		
Mailing Address	Mailing Address		
4400 Deer Path Road, Suite 201	425 Prince Street		
City	City	State	ZIP Code
Harrisburg	Harrisburg	PA	17109

### C. Date of Acceptance of Document

### D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
Candlestick Ct., Candlestick Dr., Christians Dr., Fenway Dr.	Harrisburg, Lower Paxton Township	
County	School District	Tax Parcel Number
Dauphin	Central Dauphin	35-047-020

### E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
0.00	+0.00	= 0.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
0.00	X 1.41	= 0.00

### F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00	100	100

### Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Dedication of streets to tax exempt municipality

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

Signature of Correspondent or Responsible Party

Date

1/16/2020

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

## Waiver and Release of Liens Agreement

Hampton Construction Limited (“Contractor”) hereby acknowledges that it has been paid by The McNaughton Company (“Owner”) all sums which were due or are presently due from Owner to Contractor for labor performed and materials and equipment furnished by Contractor, and any and all of its lower tier subcontractors and suppliers, pursuant to the installation of public improvements at Amber Fields – Phase 8A and Phase 8B/8C (“Project”). Lower Paxton Township (“Township”) will be accepting dedication of the public improvements in Amber Fields – Phase 8A and Phase 8B/8C and, therefore, is added as an additional beneficiary to this Agreement.

1. Contractor hereby represents and warrants to Owner and Township that:
  - a. The Contractor has been paid in full all amounts currently or past due from Owner to Contractor relative to the Project.
  - b. No notice of unpaid balance and right to file lien or mechanic’s or materialmen’s lien or claim has been filed against Amber Fields – Phase 8A and Phase 8B/8C (“Property”) by Contractor and/or any of its subcontractors or suppliers who performed labor or furnished materials or equipment with respect to the Project.
  - c. After the amounts paid, there is no known basis for the filing of any mechanic’s or materialmen’s lien, claim or stop notice with respect to the Project.
  - d. All lower tier subcontractors and suppliers of Contractor and Supplier who were entitled to receive a portion of any progress payment previously paid to Contractor with respect to the Project have been paid in full.
  
2. Contractor on behalf of themselves and their lower tier subcontractors and suppliers, for and in consideration of the Payment, hereby forever waive, release and relinquish any and all actions, causes of action, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, the Owner and the Owner’s successors and assigns for labor performed or materials or equipment furnished in connection with the Project.
  
3. Contractor further declares that, by signing and sealing this Agreement, Contractor shall be completely barred from filing or maintaining any and all liens and claims against the Project and Property for or with respect to the Payment, and that in the event that any such lien, claim or stop notice is filed, Contractor shall immediately take steps to cause such lien, or claim to be discharged and satisfied. Contractor shall indemnify, defend and hold harmless Owner and Township from and against all claims, damages, losses and expenses, including, but not limited to, attorney’s fees,

arising out of or resulting from the assertion by Contractor or any of their lower tier subcontractors or suppliers, of any mechanics lien or claim or the filing of any mechanic's lien, claim, or notice of intention against the Project or Property or the failure to discharge mechanic's liens, claims and other filings, as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound, has caused this Agreement to be executed on the day and year first written above.

CONTRACTOR: HAMPTON CONSTRUCTION LIMITED

Lauren M. McDaniel

Witness

Jake Varner  
By: Jake Varner

Sworn to before me and subscribed in my presence this 16th day of January, 2020 in the City of Harrisburg, County of Dauphin, in the State of Pennsylvania, by

Shari Fields

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Shari Fields, Notary Public  
Dauphin County  
My commission expires January 11, 2023  
Commission number 1344429  
Member, Pennsylvania Association of Notaries