

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**
TUESDAY, AUGUST 18, 2020 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

PUBLIC COMMENT

CHAIRMAN & BOARD MEMBERS' COMMENTS

MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

ACTION ON ORDINANCE 20-08; AUTHORIZING THE INCURRING OF NON ELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS - FOR REFINANCING OF 2014 AND 2016 GO BONDS - **Mr. Smida**

ACTION ON RESOLUTIONS 20-21-01 TO 20-21-07; ENDORSING AND AUTHORIZING THE SUBMISSION OF DAUPHIN COUNTY LOCAL SHARE GRANT APPLICATIONS - **Mr. Gotshall**

ACTION ON RESOLUTION 20-23; APPROVING PENNDOT'S MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENT 2021 – 2025 - **Mr. Gotshall**

ACTION ON APPLICATION FOR PAYMENT #1 FOR THE FRIENDSHIP CENTER HVAC ROOF TOP UNIT UPGRADES, PHASE 2 PROJECT - **Mr. Gotshall**

SUBDIVISION AND LAND DEVELOPMENT

ACTION ON A PRELIMINARY/FINAL SUBDIVISION PLAN FOR 122 DEAVEN RD, PHASE 2, LOT 41 OF MINDY MEADOWS (PLAN #20-10) - **Mrs. Zerbe**

ACTION ON A PRELIMINARY/FINAL SUBDIVISION & LOT ADDITION PLAN OF MATTHEW & REBECCA SMALL AND CHRISTOPHER CARR (PLAN #20-11) - **Mrs. Zerbe**

IMPROVEMENT GUARANTEES

PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP AUTHORITY

ANNOUNCEMENTS

ADJOURN

NEXT BOARD MEETING (Business Meeting), TUESDAY, SEPTEMBER 1, 2020; 7:00 P.M.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE TOWNSHIP OF LOWER PAXTON
DAUPHIN COUNTY, PENNSYLVANIA**

ORDINANCE NO. 20 - 08

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE TAXING POWER FOR THE PAYMENT OF, THE BONDS; ESTABLISHING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY DATES, AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; COVENANTING TO ACCEPT A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

WHEREAS, the Governing Body of the Township of Lower Paxton, Dauphin County, Pennsylvania (the "Township"), after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Projects hereinafter described; and

WHEREAS, the Governing Body of the Township desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Projects; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Township Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158 No. 177), as amended (the "Debt Act"), with which this Ordinance, hereinafter the "Debt Resolution" and all related proceedings of the Township and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Township as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Debt Resolution, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Resolution, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Authentication Date" means that date or those dates, individual to respective Bonds, upon which the Sinking Fund Depository shall have executed and delivered a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating the same as, and to be, a valid and outstanding obligation of the Township.

"Authorized Investments" means: (1) **as to the proceeds of the Bond:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository (including collateral pooled in accordance with the Act of August 6, 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and (v) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933 provided, that the following are met: (a) the only investments of the company are in the authorized investments for second class townships funds listed in clauses (i) through (iv), and repurchase agreements fully collateralized by such investments; (b) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270 2a-7 (relating to money market funds); and (c) the investment company is rated in the highest category by a nationally recognized rating agency; and (2) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and

interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America shall include money market funds invested solely in such obligations, including any such funds maintained by the Sinking Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds; provided in all events that such investments shall be made in a manner consistent with sound business practice and, if required for prompt expenditure, shall be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value shall be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

"Bond(s)" means General Obligation Bonds, Series C of 2020 in an aggregate principal amount not to exceed \$40,000,000, which are hereinafter authorized to be issued, sold and delivered (in one or more series) for purposes of the Projects, and which constitute instruments imposing an obligation upon the Township for the repayment of money borrowed. The Bonds shall be printed substantially in the form hereinafter in Section 4.13 provided and shall fall within the definition of "Security" set forth in, and otherwise shall be governed by Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single or several Bonds, representing, in each case, a portion of the General Obligation Bonds, Series C of 2020.

"Bond Insurance Policy" means that standard policy of insurance, to be issued in order to insure timely payment of the principal of and interest on the Bonds to the owners thereof, upon satisfaction of all preconditions set forth in said Bond Insurance Policy, as specifically Bond by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves.

"Dated Date" means that date upon which interest will begin to accrue on the Bonds, as determined and fixed by the Township and the Purchaser in the Purchase Proposal.

"Debt Resolution" means this document, being the formal action taken by the Township according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. Such term shall apply whether, under the law and current practices of the Township, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the Chairman, the Vice Chairman, the Treasurer and the Secretary of the Board of Township Supervisors and the Township Manager of the Township (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Township hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

"First Interest Payment Date" that date upon which interest on the Bonds is first payable, as determined and fixed by the Township and the Purchaser in the Purchase Proposal.

"Governing Body" means the Board of Supervisors of the Township, being that entity authorized by law to fix the rate of, and to levy, taxes within the Township.

"Insurer" means the issuer of the Bond Insurance Policy, as identified in the Purchase Proposal.

"Interest Payment Date(s)" means, singularly or jointly, April 1 and October 1 of each year during the term of the Bonds, commencing with the First Interest Payment Date.

"Township" means the Township of Lower Paxton, situated in the County of Dauphin, a township of the second class of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth.

"Mandatory Redemption Date(s)" means those dates on which outstanding Bonds will be mandatorily redeemed by the Township in accordance with the terms of the Bonds and the Purchase Proposal.

"Maturity Date(s)" means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the Township and the Purchaser in the Purchase Proposal.

"Bond Counsel" means Mette, Evans & Woodside, Harrisburg, Pennsylvania.

"Optional Redemption Date" means the first date on which the outstanding Bonds could be redeemed, in whole or in part, at the option of the Township, as determined and fixed by the Township and the Purchaser in the Purchase Proposal.

"Projects" means payment of the costs of: (i) the advance refunding, in order to reduce debt service over the life of the series of a portion of the Township's outstanding General Obligation Bonds, Series of 2014 and of a portion of the Township's outstanding General Obligation Bonds, Series of 2016; and (ii) paying the necessary and proper costs of incurring indebtedness in respect of the foregoing. The remaining useful life of the portion of the Projects related to the advance refundings identified in (i) above is in excess of thirty (30) years; the useful life, on a weighted average, of the remaining Projects are in excess of thirty (30) years. Nothing contained herein shall prohibit the Governing Body, under proper adoption of a resolution and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Projects undertaken hereby.

"Purchase Price" means not less than 95.0 % nor more than 125.0% of the par amount of the Bonds, less net original issue discount/plus net original issue premium, together with accrued interest to the date of delivery of the Bonds, if any such discount, premium or interest is specified in the Purchase Proposal.

"Purchase Proposal" means that one or those several written agreements for the purchase and sale of the Bonds, to be presented by the Purchaser, and accepted by the Township by execution and delivery of the same by the Designated Officers, at their discretion.

"Purchaser" means RBC Capital Markets LLC, Lancaster, Pennsylvania.

"Rating Agency" means Moody's Investor Service, New York, New York.

"Record Date(s)" means, singularly or jointly, the last day of the month next preceding a respective Interest Payment Date.

"Redemption Price" means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

"Registered Owner" or "Owner" or any similar term means, when used with respect to a Bond or any Bonds, the person whose name appears in the records of the Paying Agent as such owner.

"Sinking Fund Depository" means Manufacturers and Traders Trust Company a New York state chartered bank with trust powers, having a corporate trust office in Harrisburg, Pennsylvania. Said bank shall assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Resolution or contained in the Debt Act, and shall further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Resolution and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing, in the event the payment of the Bonds has been insured to the owners thereof by a duly issued and outstanding Bond Insurance Policy, such Sinking Fund Depository shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request of the Township the appointment of a successor for cause shown.

"Solicitor" means Steven A. Stine, Esq. Hummelstown, PA.

"Term Bonds" means that one or those several sets of Bonds stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in preceding years, as designated and fixed by the Township and the Purchaser in the Purchase Proposal.

–END OF ARTICLE 1–

ARTICLE 2 – AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Township hereby authorizes and directs the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$40,000,000 for the purposes of the Project; such debt shall be evidenced by the Bonds, to be issued, sold and delivered according to the provisions of the Purchase Proposal, when executed, this Debt Resolution and the Debt Act, as general obligations of the Township.

Section 2.02. Preparation of Debt Statement; Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Township, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Township relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates; Yield. The Township hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the Projects; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years from the date of issuance of the Bonds or of one year from the date of expected completion of the Projects; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed either: (a) so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(b) of the Debt Act; or (b) in the alternative, in the event that an Exhibit B has been properly completed and is attached to this Debt Resolution and thereby incorporated by reference herein, so that the debt service on outstanding debt of the Township (being the Bonds, together with such other debt as has been identified on Exhibit B) will be brought more nearly into an over-all level annual debt service plan.

–END OF ARTICLE 2–

ARTICLE 3 – SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds shall be general obligations of the Township. The Township hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of such debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Township hereby irrevocably pledges its full faith, credit and taxing power. The maximum amounts of debt service hereby covenanted to be paid are set forth in Exhibit A, attached to this Debt Resolution and incorporated by reference herein.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional general obligation bonds or Bonds of the Township on a parity with this Series of Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Township hereby creates, and orders to be established (in its name and identified by reference to this Series of Bonds), a Sinking Fund for the payment of the Bonds with the Sinking Fund Depository, and covenants to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The Township covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 8223 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund established with the proceeds of the Bonds, as authorized in Section 10.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized Investments must mature or be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund shall be applied exclusively to the payment of the Bonds as the same from time to time becomes due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund shall remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted to be deposited pursuant to Section 3.01; provided, however, that the obligation of the Township to pay the Bonds is, and shall remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

–END OF ARTICLE 3–

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds shall be identified by the Dated Date, shall be dated as of the Authentication Dates, shall bear (or accrue) interest at the rate(s) (or yield(s)), payable (or compounded) on the appropriate Interest Payment Dates, and shall mature on the Maturity Dates (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided in Section 4.03) and in the principal amounts (or maturity amounts) set forth in Section 3.01.

Section 4.02. Optional Redemption. The Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Township (a) in whole, on the Optional Redemption Date or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

Section 4.03. Mandatory Redemption. Term Bonds shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts set forth in Article 1 and in Section 3.01 hereof upon payment of the applicable Redemption Price.

Section 4.04. Book Entry System. The Bonds will be issued in denominations of \$5,000 or any multiple thereof initially in the form of one fully registered Bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Township or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Register (as such term defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Resolution. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Township or the Sinking Fund Depository with respect to the principal or redemption

price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Township and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Township nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Township nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Resolution; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Resolution will be given to DTC as provided in the blanket representation letter delivered to DTC in September, 1995.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Resolution by the Township or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Township or the Sinking Fund Depository may establish a special record date for such consent or other action. The Township or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Resolution, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Township and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Township determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Township. In either of such events (unless in the case described in clause (2) above, the Township appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Township or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Township and the Sinking Fund Depository to do so, the Township and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments; Accrual. The Bonds will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, further, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bonds is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date; Payments on Default. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date or Maturity Date is entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such payment date.

When, if, and to the extent, the Township defaults in the payment of any amount due on any such dates, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which shall have been mailed to all Registered Owners of Bonds not less than ten days prior to such date.

Section 4.07. Funds for Payment. The Bonds will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America

that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of the Bonds shall be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at his address as it appears in the Register, following presentation at the offices of the Sinking Fund Depository.

Section 4.08. Registration and Transfer. The Township will cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Township will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register.

Upon surrender for registration of transfer of any Bond, the Township shall execute, and the Sinking Fund Depository shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same maturity amount, as the Bond so surrendered.

Any Bond is exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same maturity amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the Township shall execute, and the Sinking Fund Depository shall authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the Township, evidencing the same indebtedness and entitled to the same benefits under this Debt Resolution as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered shall be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Township and the Sinking Fund Depository, duly executed by the owner thereof or his duly authorized agent or legal representative.

No service charge shall be imposed on any Registered Owner for any transfer or exchange of any Bond, but the Township may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Township, nor the Sinking Fund Depository, shall be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be redeemed; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds shall be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Bonds shall be executed on behalf of the Township by the Designated Officers, and shall have a facsimile of the corporate seal of the Township affixed thereto, duly attested. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository. No Bond shall be valid until such Certificate of Authentication shall have been duly executed and such authentication shall be the conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Resolution. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Bonds for Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Rating Agency, and the Insurer, if any. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the Township shall have duly given notice of redemption and shall have deposited funds for the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds shall cease to accrue after such redemption date.

Notices of redemption shall be dated and shall state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective maturity amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (f) that such Bonds are to be surrendered for payment at the principal corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository shall select by lot the Bonds to be redeemed at such time.

Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount (or maturity amount) of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a principal amount (or maturity amount) equal to the unredeemed portion of the Bond surrendered.

Section 4.11. Temporary Bonds. Bonds in definitive form shall be fully engraved or printed or lithographed on steel-engraved borders. Until Bonds in definitive form are ready for delivery, the Township may execute, and upon request the Sinking Fund Depository shall authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten Bonds in temporary form, substantially in the form in Section 4.13 hereinafter described, and with appropriate omissions, variations and insertions. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be valid obligations entitled to the benefit of this Debt Resolution. The Township shall, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any Bond or Bonds in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form of the same maturity for the same aggregate maturity amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made by the Township at its own expense and without making any charge therefor.

Section 4.12. Bonds Lost or Destroyed. Upon receipt by the Township and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the Township may, in its discretion, execute and thereupon the Sinking Fund Depository shall authenticate and deliver a new Bond of the same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, lost or stolen. The Township may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of the expenses, including counsel fees. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, shall constitute an original additional and independent contractual obligation on the part of the Township whether or not the

Bond so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Debt Resolution with all other Bonds issued hereunder, and all limitations and debt limits imposed by the Debt Act shall be increased to the extent necessary to validate such new Bonds.

Section 4.13. Form of the Bonds. The Bonds shall be substantially in the following form(s):

FORM OF BOND

Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Township or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

TOWNSHIP OF LOWER PAXTON
DAUPHIN COUNTY, PENNSYLVANIA
GENERAL OBLIGATION BONDS, SERIES C OF 2020

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
2020			

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The Township of Lower Paxton, Dauphin County, Pennsylvania (the "Township"), a township of the second class of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay, as a General Obligation of the Township, to the Registered Owner hereof, on the Maturity Date stated above, upon presentation and surrender hereof, the Principal Amount stated above and to pay interest thereon at the Interest Rate per annum stated above, semiannually on April 1 and October 1 in each year (beginning April 1, 2021) during the term of this Bond from the most recent April 1 and October 1, respectively, to which interest has been paid or provided for (or from the Dated Date if no interest has been paid) until full payment of said Principal Amount to the Registered Owner has been made or provided for.

The principal of, interest on, and premium, if any, on this Bond are payable in the coin or currency of the United States of America that, at the time and place of payment, is legal tender for payment of public and private debts, at the designated corporate trust office of Manufactures and Traders Trust Company, Harrisburg, Pennsylvania, in its capacity as Sinking Fund Depository, Paying Agent and Registrar (the "Sinking Fund Depository"); provided that, absent written demand by the

Registered Owner, received by the Sinking Fund Depository not later than the Record Date, periodic payments of current interest will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the Registered Owner on the appropriate Record Date at the address that appears on the Register described below, and that payment of principal will be made in like manner following presentation at the offices of the Sinking Fund Depository.

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TOWNSHIP OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Bond is one of a duly authorized series of Bonds, designated "General Obligation Bonds, Series C of 2020" of the Township (the "Bonds"), issued in accordance with the Township Debt Act of the General Assembly of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Township (the "Debt Resolution"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the March or September (the "Record Date") immediately preceding the applicable Interest Payment Date. Any interest which is not deposited with the Sinking Fund Depository on or before any Interest Payment Date for payment to the Registered Owner of record on the Record Date will forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this Bond is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which shall be given to all Registered Owners not less than 10 days prior to the Special Record Date.

The Bonds maturing after April 1, 2030, are subject to redemption at the option of the Township prior to their stated Maturity Dates, as a whole or in part from time to time, by lot within a maturity, on April 1, 2029, or on any date thereafter, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

The Bonds maturing April 1 of the years 2041 and 2044 are subject to mandatory redemption prior to their stated maturity dates on _____ of each of the years 2040, 2042 and 2043, and in the principal amounts indicated in the Resolution, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

Notice of redemption of any Bond will be given to the Registered Owner of such Bond by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Debt Resolution. A portion of a Bond of a denomination larger than \$5,000 may be redeemed, and in such case, upon the surrender of such Bond, there will be issued to the Registered Owner thereof, without charge, a registered Bond or Bonds for the unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Debt Resolution. If notice of redemption is duly given, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable Redemption Price on the designated redemption date, and if, on such date, moneys are held by the Sinking Fund Depository for the payment of the Redemption Price of the Bonds to be redeemed, together with interest to the date fixed for redemption, then from and after such date interest on that Bonds will cease to accrue.

The Township, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond may be transferred or exchanged only on the Register maintained by the Township at the offices of the Sinking Fund Depository upon surrender hereof by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or the duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Township and the Sinking Fund Depository.

No service charge will be imposed on any Registered Owner of any Bond for any transfer or exchange of any Bond, but the Township may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Township is not required to register the transfer or exchange of any Bond: (a) during the period of fifteen (15) business days before any date of selection of Bonds to be redeemed or (b) after such Bond has been selected for redemption.

Subject to the provisions of this Bond and of the Debt Resolution, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner hereof, for all purposes, whether or not this Bond is overdue, and neither the Township nor the Sinking Fund Depository will be affected by any notice to the contrary.

This Bond is hereby declared to be a general obligation of the Township. The Township hereby covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of the debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds the principal of this Bond and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit applicable to the Township prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Township has established with the Sinking Fund Depository a Sinking Fund for this Bond and will deposit therein amounts sufficient to pay the principal of and interest on this Bond when due and payable; and that for the prompt and full payment of all obligations under this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent, attorney or employee, past, present or future, of the Township, as such, either directly or through the Township, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.

IN WITNESS WHEREOF, the Township has caused this Bond to be duly executed in its name by the facsimile signature of its President of the Board of Supervisors, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of a Secretary, and dated as of the Date of its Authentication.

ATTEST:

TOWNSHIP OF LOWER PAXTON

Secretary

By: _____
Chairman, Board of Supervisors

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$40,000,000 Township of Lower Paxton, Dauphin County, Pennsylvania), General Obligation Bonds, Series C of 2020 authorized by the within-mentioned Debt Resolution.

The Text of Opinion contained herewith is the text of the opinion of Mette, Evans & Woodside, Bond Counsel, of Harrisburg, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the Series of Bonds of which this Bond is one, is on file at the offices of the Sinking Fund Depository.

MANUFACTURERS AND TRADERS TRUST
COMPANY,
as Sinking Fund Depository and Paying Agent

Authorized Signatory

AUTHENTICATION DATE:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other identifying number of assignee

Please print or typewrite name and address including postal zip code of transferee the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated

Signature(s) Guaranteed:

Signature(s) Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal

Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

--END OF ARTICLE 4--

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository shall maintain the Sinking Fund as a separate account and shall, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository shall return to the Township all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the Township of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository shall undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in his appointment and retention, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Township full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Resolution and may further make or cause to be made independent investigations, at the expense of the Township, concerning its affairs. The Sinking Fund Depository may consult with

legal counsel to be selected and employed by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the written opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Township not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Resolution insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith shall be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the Township in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal; Resignation. The Sinking Fund Depository shall serve in such capacity at the will of the Township and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Township and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for Bond redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund Depository shall have been appointed by the Township as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 5.09. Duties upon Default. If the Township shall fail or refuse to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development

of such failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Insurer, if any; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five per cent in principal amount of outstanding Bonds and upon being indemnified against cost and expense shall, exercise any remedy, provided in Article 6 of this Debt Resolution, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and shall disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository shall diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of such Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

--END OF ARTICLE 5--

ARTICLE 6 – DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provisions of Section 6.06 hereof, if applicable, if the Township fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of the county in which the Township is located, (or, if located in more than one county, then of either) shall after a hearing held upon such notice to the Township as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by such Designated Officer until the sum on deposit in the Sinking Fund shall equal the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06 hereof, if applicable, if the Township fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, as the same becomes due and payable, and such failure shall continue for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of Adams County. The judgment recovered shall have an appropriate priority upon the moneys next coming into the treasury of the Township.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06 hereof, if applicable, notwithstanding any other provision in this Debt Resolution, if the Township defaults in the payment of the principal of or the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the Township fails to comply with any provision of the Bonds or this Debt Resolution, the Registered Owners of twenty-five percent in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Township is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such bonds or Bonds, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it shall, in his or its own name take one or more of the actions set forth below and the taking of such actions shall preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Township to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing the same;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Township, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the Township to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto shall have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the Township, declare the unpaid principal of all the Bonds to be, and it shall thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults shall be made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section shall have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of fifty-one (51%) percent of the outstanding principal amount of the Bonds.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto shall be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees,

shall constitute taxable costs, and all such costs and disbursements allowed by the court shall be deemed additional principal due on the Bonds, and shall be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds shall, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds shall have become or have been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available shall not be sufficient to pay any installment in full, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference;

(b) If the principal of all the Bonds shall have become or shall have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder. Payment of the Bonds shall be insured to the Registered Owners by the Bond Insurance Policy hereby authorized to be purchased upon the issuance and delivery of the Bonds.

No provisions of this Debt Resolution, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds shall be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Township to the Registered Owners of the Bonds, under this Debt Resolution and under the Debt Act, will continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository shall abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interests as subrogee within its records and on its books.

–END OF ARTICLE 6–

ARTICLE 7 – AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Township may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt resolutions amending, modifying or supplemental hereto as shall not be inconsistent with the terms and provisions hereof and which shall not adversely affect the rights of the Registered Owners of the Bonds (which modifying or supplemental debt resolutions shall thereafter form a part hereof) for the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Debt Resolution;
- (b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;
- (c) to add to this Debt Resolution additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Township; or
- (d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Bonds (and with the consent of the Insurer), the Township may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt resolutions amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Resolution or of modifying in any manner the rights of the Registered Owners of the Bonds; provided, however, that no such modifying or supplemental debt resolution shall: (i) extend the fixed maturity date of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Bonds then outstanding. It shall not be necessary for the consent of the Registered Owners to approve the particular form of any proposed modification or supplement, if such consent shall approve the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt resolution which the Township is authorized to execute hereunder upon delivery of the following:

(a) The amending, modifying or supplemental debt resolution, duly executed with proof of filing with the Department; and

(b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt resolution was properly enacted, executed and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Bonds required hereunder has been secured, and that, in all events, the enactment, execution and delivery of such debt resolution complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt resolution pursuant to the provisions of this Article, this Debt Resolution shall be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such amendments, modifications and supplements, and all the terms and conditions of any such debt resolution shall be and be deemed to be part of the terms and conditions of this Debt Resolution for any and all purposes.

Section 7.05. Notice of Amendment. Notice, including a summary description, of any amending, modifying or supplemental debt resolution once effectuated shall be confirmed promptly to all Registered Owners, and shall be given to the Rating Agency and the Insurer, if any, in the same manner that is provided in Section 4.10 for notices of redemption.

–END OF ARTICLE 7–

ARTICLE 8 – DISCHARGE OF DEBT RESOLUTION

Section 8.01. If the Township shall pay or cause to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Bonds, at the times and in the manner stipulated therein, then this Debt Resolution and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Sinking Fund Depository shall release, cancel and discharge the lien and obligations of this Debt Resolution and deliver to the Township any funds or documents at the time subject to the lien of this Debt Resolution which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Resolution shall be and remain in full force and effect.

Bonds, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Bonds, shall be deemed to be paid within the meaning of this Article, provided, however, that if such Bonds are to be redeemed prior to the Maturity Date(s) thereof, notice of such redemption shall have been duly given or adequate provision shall have been made thereof.

In the event that the principal and/or interest due on the Bonds shall be paid by the Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Township, until full, proper and complete payment and reimbursement is made to the Insurer by the Township pursuant to the Bond Insurance Policy.

Section 8.02. Simultaneously with delivery of the Bonds to the Purchaser, shall enter into one or more Irrevocable Escrow Agreements (the “Escrow Agreement”), to be dated as of the date of execution and delivery thereof, with the Paying Agent, in its capacity as paying agent for the General Obligation Bonds, Series of 2014 and General Obligation Bonds, Series of 2016, as contemplated by provisions of Section 8250 of the Debt Act, so that simultaneously with such delivery of the Bonds the then outstanding General Obligation Bonds, Series of 2014 and General Obligation Bonds, Series of 2016 as determined and fixed by the Township and the Purchaser in the Purchase Proposal shall longer shall be deemed to be outstanding for the purpose of determining the net debt of the Township.

The President of Vice President and the Secretary or Assistant Secretary, respectively, of the Governing Body of the Township are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver one or more Escrow Agreements, on behalf of the Township, simultaneously with delivery of the Bonds to the Purchaser, in the form as such officers shall approve, their execution of the Escrow Agreements to constitute conclusive evidence of such approval; and a copy of the Escrow

Agreements, in the form so approved, shall be filed with the Secretary of the Governing Body of the Township, for inspection, at reasonable times, by interested persons requesting such inspection.

–END OF ARTICLE 8–

ARTICLE 9 - FEDERAL SECURITIES LAW COVENANTS

Section 9.01. Compliance in General. The Township hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Township represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 9.02. Official Statement. The Township hereby authorizes the preparation of an Official Statement by the Purchaser, on its behalf and for its benefit, as an agent, for the purpose of marketing the Bonds. While matters of style and format may originate with the Purchaser, the Township will provide all substantive data and information to be contained in the Official Statement. The Township, upon review as to completeness and accuracy, will, in compliance with the Rule, deem the Preliminary Official Statement final as of its date, and certify the Preliminary Official Statement does not, as of its date, contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, as required by statute, regulation or substantive law. The distribution of a Preliminary Official Statement by the Purchaser is hereby approved.

The Township hereby covenants to provide a final Official Statement to the Purchaser within seven business days of the execution of the Purchase Proposal, or such other time as may be necessary to comply with the Rule. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary. However, the execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Township hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. The Purchaser is authorized to use the final Official Statement in connection with the sale of the Bonds.

Section 9.03. Continuing Disclosure. The Township will execute and deliver a Continuing Disclosure Certificate under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice

of the occurrence of certain material events with respect to the Bonds. The Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Certificate, at or prior to the delivery of the Bonds, in form and substance satisfactory to the Purchaser.

–END OF ARTICLE 9–

ARTICLE 10 - SALE OF BONDS; SETTLEMENT

Section 10.01. Award to Purchaser. After due consideration of sundry factors, including professional assistance, the Governing Body hereby determines that a private sale by negotiation of the Bonds is in the best financial interest of the Township and authorizes the Bonds to be awarded and sold pursuant to the terms of one or more Purchase Proposals. The Chairman, Vice Chairman, Secretary and/or Township Manager of the Governing Body of the Township are hereby authorized to execute such Purchase Proposal(s), once they have determined such Purchase Proposals to meet the parameters outlined in this Debt Resolution.

Upon satisfaction of the foregoing condition, and all other conditions of this Debt Resolution, the Bonds shall be awarded and sold at private sale by negotiation to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal which, once accepted, will be incorporated by reference into this Debt Resolution. The Designated Officers are authorized and directed to sign such Purchase Proposal(s), return them to the Purchaser and file copies of the same with the records of the Township. Notwithstanding any provision contained in this Debt Resolution to the contrary, the authorization to the Designated Officers as set forth in this Section 11.01 shall not extend beyond December 15, 2020.

Section 10.02. Delivery of Bonds. The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

Section 10.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the Township, a one-day demand deposit account to facilitate the settlement of the Bonds, designated the "Clearing Fund". The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officers are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel, Purchaser, or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Bonds and a proper application of the proceeds of the Bonds to the Project.

If deemed necessary by the Governing Body of the Township, the Designated Officers are hereby authorized and directed to establish, in the name of the Township, a Construction Fund for the administration of proceeds of the Bonds to be used for the construction-related and capital acquisition portion of the Project.

Section 11.04. Expeditious Settlement. The Township hereby authorizes and directs its Designated Officers, Bond Counsel, Purchaser or Solicitor to undertake

and perform all actions on behalf of the Township necessary and proper to the expeditious settlement of the sale of the Bonds.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Township (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including, without limitation, application and qualification for certain bond ratings and/or policy(ies) of bond insurance and upon initial delivery of the Bonds to pay the required premium for such bond insurance, establishment of bank accounts with authorized depositories for the deposit and management of Bond proceeds and other Project funds, purchase of necessary investments, retention of professionals, Bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of Bond Counsel or Solicitor, for settlement of the sale of the Bonds.

–END OF ARTICLE 10–

ARTICLE 11 - MISCELLANEOUS

Section 11.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Resolution, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Resolution is hereby directed.

Section 11.02. Debt Resolution A Contract. This Debt Resolution shall be a contract with the Registered Owners, from time to time, of the Bonds.

Section 11.03. Inconsistencies. All prior resolutions, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 11.04 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Resolution. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

Section 11.05. Benefitted Parties. Nothing in this Debt Resolution, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Township, the Sinking Fund Depository, the Registered Owners of the Bonds (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Resolution or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Resolution contained by and on behalf of the Township shall be for the sole and exclusive benefit of such persons.

Section 11.06. Severability. If any one or more of the covenants or agreements provided in this Debt Resolution on the part of the Township or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Resolution.

Section 11.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Resolution shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Township in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.08. Counterparts. This Debt Resolution may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

–END OF ARTICLE 11–

DULY ADOPTED by the Governing Body of the Township, in lawful session assembled, on August 18, 2020.

[SEAL]

TOWNSHIP OF LOWER PAXTON

Chairman, Board of Supervisors

Attest: _____
Secretary

EXHIBIT A

TOWNSHIP OF LOWER PAXTON

**MAXIMUM DEBT SERVICE
AND PRINCIPAL AMORTIZATION SCHEDULE**

EXHIBIT B

TOWNSHIP OF LOWER PAXTON

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR BODY WORN CAMERAS AND MOBILE VEHICLE RECORDERS FOR THE POLICE DEPARTMENT IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants to municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for improvements as they may relate to facilities that are impacted by or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to submit a Local Share grant application, requesting funding for body worn cameras and mobile vehicle recorders for its Police Department; and

WHEREAS, the Lower Paxton Township Police Department is, by distance, the closest municipal law enforcement to the licensed gaming facility, Hollywood Casino.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby authorizes the submission of a grant application, requesting funding for body worn cameras and mobile vehicle recorders for its Police Department in the amount of \$346,946.75 or six annual payments of \$64,1943.58, in accordance with the Dauphin County Local Share Municipal Grant Program.

ADOPTED this 18th day of August, 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE CENTRAL DAUPHIN SCHOOL DISTRICT PANTHER RAM FOUNDATION'S NUTRIPACKS PROGRAM IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants for certain municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for infrastructure improvements as they may relate to facilities that are impacted or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support a Local Share grant application by the Central Dauphin School District Panther Ram Foundation's NutriPack program which is a direct food distribution program providing weekend food and educational information to families who are food insecure; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby authorizes the submission of a grant application requesting funding for the Central Dauphin School District Panther Ram Foundation's NutriPack program in the amount of \$80,000.00, from the Dauphin County Local Share Municipal Grant Program, for the continued support to provide healthy food for 36 weeks during the school year to families in need of support over weekends without the help of free and reduced lunches they might receive during the school day.

ADOPTED this 18th day of August, 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE LINGLESTOWN BASEBALL ASSOCIATION, INC., IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants for certain municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for infrastructure improvements as they may relate to facilities that are impacted or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support improvements proposed by the Linglestown Baseball Association, Inc., to the four baseball fields located at Koons Park, Lower Paxton Township; and

WHEREAS, The Linglestown Baseball Association, Inc., has been providing community services since the mid-1950's. This project will greatly enhance the health and safety of the participants in the games, as well as the spectators, which include many people from Lower Paxton Township and throughout Dauphin County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby supports the submission of a grant application by the Linglestown Baseball Association, Inc., for improvements to the baseball fields at Koons Park, Lower Paxton Township, Dauphin County in the amount of \$160,000.00 in accordance with the Dauphin County Local Share Municipal Grant Program.

ADOPTED this 18th day of August, 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE CAMPUS OF THE JEWISH HOME OF GREATER HARRISBURG, INC., IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants to municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for improvements as they may relate to facilities that are impacted by or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support a Local Share grant application by The Campus of the Jewish Home of Greater Harrisburg, Inc., requesting \$75,000 for a new van and renovations to the therapy gym and bathing facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby supports the submission of a Dauphin County Local Share grant application by The Campus of the Jewish Home of Greater Harrisburg, Inc. requesting \$75,000.00 for a new van and renovations to the therapy gym and bathing facilities.

ADOPTED this 18th day of August 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE CAPITAL AREA SOCCER ASSOCIATION (CASA) IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants to municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for improvements as they may relate to facilities that are impacted by or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support a Local Share grant application by the Capital Area Soccer Association requesting \$25,000.00 to support upgrades and improvements to additional fields at Lower Paxton Township's George Park.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby supports the submission of a Dauphin County Local Share grant application by the Capital Area Soccer Association requesting \$25,000.00 to support upgrades and improvements at Lower Paxton Township's George Park.

ADOPTED this 18th day of August 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE DEVON MANOR POOL IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants to municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for improvements as they may relate to facilities that are impacted by or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support a Local Share grant application by the Devon Manor Pool requesting \$49,000.00 for repairs and facility improvements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby supports the submission of a Dauphin County Local Share grant application in the amount of \$49,000.00 by the Devon Manor Pool for repairs and facility improvements.

ADOPTED this 18th day of August 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-21-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE COLONIAL PARK FIRE COMPANY IN ACCORDANCE WITH THE DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT PROGRAM.

WHEREAS, the Dauphin County Board of Commissioners, through the Dauphin County Industrial Development Authority and in conjunction with the Dauphin County Gaming Advisory Board, offers Local Share Municipal Grants to municipalities within the County; and

WHEREAS, applications for funding in accordance with the Local Share Municipal Grant Program are now being accepted by the County; and

WHEREAS, the Local Share Municipal Grant Program, in part, provides funding for improvements as they may relate to facilities that are impacted by or have some relation to the advent of a licensed gaming facility and/or its operation; and

WHEREAS, the Board of Supervisors of Lower Paxton Township desires to support a Local Share grant application by the Colonial Park Fire Company to reduce its debt incurred for improvements at its Fire House; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Paxton Township hereby supports the submission of a grant application by the Colonial Park Company for the sign replacement project, this request is a debt reduction associated with improvements to the Fire House in the amount of \$39,950.89, in accordance with the Dauphin County Local Share Municipal Grant Program.

ADOPTED this 18th day of August, 2020.

Attest:

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Chris Judd, Secretary

Lowman S. Henry, Chairman

RESOLUTION

2020-23

BE IT RESOLVED, by authority of the Board of Supervisors
(Name of governing body)
of the Lower Paxton Township, Dauphin County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Chairman, Board of Supervisors of
(designate official title)

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

ATTEST:

Lower Paxton Township
(Name of MUNICIPALITY)

Chris Judd, Secretary By: Lowman S. Henry, Chairman
(Signature and designation of official title) (Signature and designation of official title)

I, Chris Judd, Secretary
(Name) (Official title)

of the Board of Supervisors, Lower Paxton Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

Board of Supervisors, held the 18th day of August, 2020.
(Name of governing body)

DATE: 8/18/2020

Chris Judd, Secretary
(Signature and designation of official title)

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

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

**AGREEMENT NO 3900039231
FID/SSN 23-600401
SAP VENDOR No. 138721-001**

THIS AGREEMENT, fully executed and approved this 4th day of August, **2020**, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

AND
LOWER PAXTON TOWNSHIP of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

WITNESSETH;

WHEREAS, certa

in 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 **2020 - 2021; 2021 - 2022; 2022 - 2023; 2023 - 2024; and 2024 - 2025** (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 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 permit applications as needed during the term of this Agreement and to 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, as set forth on Exhibit "A," 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, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," 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 rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both 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. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. 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 Executive, and/or their duly authorized representatives.
8. 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. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.
9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then

the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.

10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. 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.
13. 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.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.
15. 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.
16. 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 July 31st preceding the Winter Season in question.

17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEM, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

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EXHIBIT B

Contract Provisions – Right to Know Law

- 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 .

**Nondiscrimination/Sexual Harassment Clause
(August 2018)**

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 discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

EXHIBIT "C"

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. 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.

9. The Contractor’s and each subcontractor’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 and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. 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 contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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 the execution of this contract.
- c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (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.
- f. **"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.
- 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.

2. In furtherance of this policy, Contractor agrees to the following:

- a. 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 or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.
- h. 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. 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.

EXHIBIT "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

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

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

EXHIBIT "C"

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

Enhanced Minimum Wage Provisions (July 2018)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Chris Judd 8/4/2020
Title: Chris Judd, Secretary DATE

BY Lowman S. Henry 8/4/2020
Title: Lowman S. Henry, Chairman DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

Certified Funds Available Under

SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
for Comptroller Operations Date

Contract No. 3900039231 is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$ 206,397.68 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

2020-2021

COUNTY: Dauphin County
 MUNICIPAL: Lower Paxton Township

CONTRACT EXHIBIT A

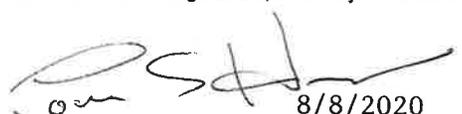
AGREEMENT NO. 3900039231
 YEAR 1
 OF 5

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
3017	Rutherford Road	0050	0000	0060	3293	2.39	C	\$1,183.73	\$2,829.11
3033	Colonial Road	0010	0000	0050	3589	6.28	C	\$1,183.73	\$7,433.82
3024	Locust Lane	0010	1179	0080	2417	6.85	C	\$1,183.73	\$8,108.55
3020	Union Deposit	0100	1236	0140	1799	4.79	C	\$1,183.73	\$5,670.07
2019	Nyes Road	0040	0000	0120	2763	9.44	D	\$989.67	\$9,342.48
2030	Blue Ridge Avenue	0010	0000	0040	0846	3.48	D	\$989.67	\$3,444.05
3019	Mountian Road	0040	0000	0050	1910	1.73	C	\$1,183.73	\$2,047.85

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =		TOTAL COST =	\$38,875.95
MILEAGE MFC C =	22.04		
MILEAGE MFC D =	12.92	2021	\$40,042.22
MILEAGE MFC E =		2022	\$41,243.49
		2023	\$42,480.80
		2024	\$43,755.22
TOTAL MILEAGE	34.96	Total	\$206,397.68

Supervisor's Signature: 
 Date: 8/8/2020
 Lowman S. Henry, Chairman

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.



Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com

August 5, 2020

Bradley Gotshall
Lower Paxton Township
425 Prince Street,
Harrisburg, Pennsylvania 17109

Re: Application for Payment #1
Friendship Community Center – Phase 2 HVAC Roof Top Unit Upgrades

Dear Mr. Gotshall:

Enclosed please find a copy of Application for Payment #1 for the above-referenced project as submitted by Contractor.

Based on our review of the application, we recommend payment to the contractor in the amount of **\$23,419.83.**

Also, enclosed for your records are copies of the Weekly Payroll Certifications for Public Works Project as submitted by the Contractor.

Upon approval, please sign and keep the copy for your records and return a copy to our office.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

HERBERT, ROWLAND & GRUBIC, INC.

Chad A. Gladfelter
Team Leader | Civil

CAG/LB
R000184.0541

P:\0001\000184_0541\Admin\CA-CO\08 - Applications for Payment\AFP 01\03 RECOM\01 - AFP01_Recom Letter_Hosler.docx

Enclosures

c: Rachele Scott, Lower Paxton Township (via email)
Shellie Smith, Lower Paxton Township (via email)
Jason Hinz, P.E., HRG (via email)



Contractor's Application for Payment No.

1

Application Period:	7/31/2020	Application Date:	7/23/2020
To (Owner):	Lower Paxton Township	Via (Engineer):	Herbert, Rowland & Grubic, Inc.
From (Contractor):	Hosler Enterprise, Inc.	Contract:	
Project:	Friendship Community Center HVAC RTU Upgrades Phase 2	Contractor's Project No.:	
Owner's Contract No.:		Engineer's Project No.:	R000184.054

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$414,950.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$414,950.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$26,022.03
5. RETAINAGE:		
a. 10% X \$26,022.03 Work Completed.....	\$	\$2,602.20
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$2,602.20
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$23,419.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$23,419.83
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$391,530.17

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- All the Work covered by this Application for Payment is in accordance with the Plans, Specifications, and Documents and is not defective.

By: *Philip Hosler* 7/23/2020

Date: 7/23/2020

Notary Seal
 Justin Caspersen - Notary Public
 Columbia County
 My Commission Expires May 26, 2023
 Commission Number 1290842

Payment of: \$ 23,419.83

(Line 8 or other - attach explanation of the other amount)

is recommended by: *Chad Grubic* 8/5/2020

(Engineer) (Date)

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____

(Owner) (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Friendship Community Center HVAC RTU Upgrades - Phase 2				Application Number: 1				
Application Period: 7/31/2020				Application Date: 7/23/2020				
		Work Completed		E	F		G	
A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
1	ELECTRICAL DEMO	\$6,344.00		\$5,709.60		\$5,709.60	90.0%	\$634.40
2	PLUMBING DEMO	\$774.00		\$696.60		\$696.60	90.0%	\$77.40
3	HVAC DEMO	\$1,008.00		\$504.00		\$504.00	50.0%	\$504.00
4	ELECTRICAL MATERIAL	\$7,359.00		\$5,887.20		\$5,887.20	80.0%	\$1,471.80
5	ELECTRICAL INSTALL	\$7,359.00		\$3,679.50		\$3,679.50	50.0%	\$3,679.50
6	PLUMBING MATERIAL	\$1,405.00		\$140.50		\$140.50	10.0%	\$1,264.50
7	PLUMBING INSTALL	\$4,256.00		\$1,064.00		\$1,064.00	25.0%	\$3,192.00
8	HVAC MATERIAL	\$281,592.00						\$281,592.00
9	HVAC INSTALL	\$11,370.00						\$11,370.00
10	CONTROLS SUBCONTRACTOR	\$90,169.00		\$8,340.63		\$8,340.63	9.2%	\$81,828.37
11	PUNCHLIST ITEMS	\$3,314.00						\$3,314.00
Totals		\$414,950.00		\$26,022.03		\$26,022.03		\$388,927.97

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or

Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR: Hosler Enterprise
 ADDRESS: 218 Foundryville Road
 Berwick, PA 18603

SUBCONTRACTOR:
 ADDRESS:



PAYROLL NUMBER: 1
 WEEK ENDING DATE: 7/25/2020

PROJECT AND LOCATION: Friendship Community Center HVAC RTU Upgrades
 PROJECT SERIAL # 19-08053

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			Sun	Mon	Tue	Wed	Thur	Fri	Sat						
			07-19	07-20	07-21	07-22	07-23	07-24	07-25						
Ryan Eckardt		Pipefitter	0	8.0	0	0	0	0	0	8.00	\$37.52	C: \$0.00	449.96	\$300.16	Direct Deposit
										0.00	\$56.28	FB: \$26.41			
			0	0	0.0	0	0	0	0	0.00		C:		\$0.00	
										0.0		FB:			
										0.0		C:		\$0.00	
										0.0		FB:			
										0.00		C:		\$0.00	
										0.00		FB:			
										0.0		C:		\$0.00	
										0.0		FB:			

*SEE REVERSE SIDE

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care Range from \$2.55 to \$9.86
- 2) Pension or retirement Range from \$14.28 to \$22.13
- 3) Life insurance N/A
- 4) Disability N/A
- 5) Vacation, holiday Range from \$1.44 to \$2.27
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Hosler Enterprise
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961 P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) the legal name and the business address of the contractor or subcontractor are: Hosler Enterprise – 218 Foundryville Road – Berwick, PA 18603
- (b) The undersigned is: a single proprietorship a corporation organized in the state of Pennsylvania
 a partnership other organization (describe) _____
- (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS
Phillip K. Hosler	President	218 Foundryville Road – Berwick, PA 18603

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

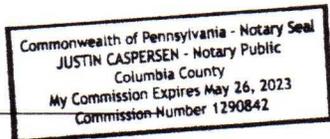
07/27/20
(DATE)

Phillip Hosler
(SIGNATURE)

Sole Member
(TITLE)

Taken, sworn and subscribed before me this 3 Day
of August A.D. 2020


SEAL



WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR: Hosler Enterprise ADDRESS: 218 Foundryville Road Berwick, PA 18603			SUBCONTRACTOR: ADDRESS:			 DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665
PAYROLL NUMBER 2	WEEK ENDING DATE 8/1/2020	PROJECT AND LOCATION: Friendship Community Center HVAC RTU Upgrades PROJECT SERIAL # 19-08053				

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			Sun	Mon	Tue	Wed	Thur	Fri	Sat						
			07-26	07-27	07-28	07-29	07-30	07-31	08-01						
			HOURS WORKED EACH DAY												
Ryan Eckardt		Pipefitter	0	8.0	8	6	0	0	0	22.00	\$37.52	C: \$0.00	406.51	\$825.44	Direct Deposit
			0.00	\$56.28	FB: \$26.41										
David Knight		Pipefitter	0	8	8.0	0	0	0	0	16.00	\$37.52	C: \$0.00	281.23	\$600.32	Direct Deposit
			0.0	\$56.28	FB: \$26.41										
Joseph Webby		Pipefitter	0	8	8	0	0	0	0	16.0	\$37.52	C: \$0.00	267.02	\$600.32	Direct Deposit
			0.0	\$56.28	FB: \$26.41										
										0.00		C: \$0.00		\$0.00	
											0.00				
										0.0		C: \$0.00		\$0.00	
											0.0				
										0.0		C: \$0.00		\$0.00	
											0.0				

*SEE REVERSE SIDE

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care Range from \$2.55 to \$9.86
- 2) Pension or retirement Range from \$14.28 to \$22.13
- 3) Life insurance N/A
- 4) Disability N/A
- 5) Vacation, holiday Range from \$1.44 to \$2.27
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Hosler Enterprise
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961 P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) the legal name and the business address of the contractor or subcontractor are: _____
Hosler Enterprise – 218 Foundryville Road – Berwick, PA 18603
- (b) The undersigned is: a single proprietorship a corporation organized in the state of Pennsylvania
 a partnership other organization (describe) _____
- (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS
Philip K. Hosler	President	218 Foundryville Road – Berwick, PA 18603

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

08/03/20
 (DATE)

 (SIGNATURE)
Sole Member
 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D. _____



LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

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ROBIN L. LINDSEY

NORMAN C. ZOUMAS

MEMO TO: Board of Supervisors

**FROM: Amanda Zerbe, Community Development Manager
Nick Gehret, Zoning Officer**

DATE: August 14, 2020

**SUBJECT: Preliminary/Final Subdivision Plan for 122 Deaven Road & Lot 41 Phase 2 of
Mindy Meadows
Plan #20-10
Time Extension: October 8, 2020**

Plan Summary:

The Preliminary/Final Subdivision Plan for 122 Deaven Road & Lot 41 Phase 2 of Mindy Meadows proposes to subdivide Lot 1 (0.12 acres) from Lot 41 and combine it with 122 Deaven Road owned by Robert and Kathleen Saber. Presently Lot 41 stands at (0.89 acres). 122 Deaven Road has a total area of (0.34 acres) and is a legal non-conforming lot. With the addition of Lot 1 into 122 Deaven Road, 122 Deaven Road will now have a total area of (0.46 acres) and Lot 41 will be reduced to a total area of (0.77 acres).

The site is in the Residential Low Density (R-1), Zoning District and will be served by public sewer and private water supply.

This Plan was approved at the August 5, 2020 Planning Commission Meeting.

Waiver Requests:

1. [SLDO:180-403.C4,5/8] The applicant is requesting a waiver of the requirement to provide all existing natural features, man-made structures and existing contours on the property and extending a minimum of 100 feet beyond the property's boundary.

Staff supports this waiver request as a detailed survey of existing property and the portion of Lot 41 to be transferred was performed.
2. [SLDO:180-503.A.9] The applicant is requesting a waiver of the requirement to widen all streets bordering the subdivision which do not meet the current minimum width requirements.

Staff supports this waiver request. There is no site development within the plan only subdivision and lot addition. There is no known need for additional roadway or Right-of-Way width.

3. [SLDO:180-508.A.1] The applicant is requesting a waiver from the requirement to provide sidewalk along the roadway frontages bordering the subdivision.

Staff supports this waiver request. There are currently no sidewalks along Deaven Road between Devonshire Heights Road and Jonestown Road

4. [SLDO:180-509.A] The applicant is requesting a waiver for the requirement to provide curbing along the roadway frontages bordering the subdivision.

Staff supports this waiver request. There is currently no curbing along Deaven Road between Devonshire Heights Road and Jonestown Road except for a short length along the west side of Deaven Road between Devonshire Heights Road and Misty Lane.

5. [SLDO:180-515.E.1] The applicant is requesting a waiver of the requirement to provide street trees.

Staff supports this waiver request. There is no site development within the plan only subdivision and lot addition.

Administrative Comments:

1. A Zoning Permit shall be required for the plan. [ZO: 103.A.2]
2. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308. [SLDO: 180-404.E.16]
3. The applicant shall pay all required fees prior to recording the plan. [SLDO: 180-1105]
4. Provide all signatures prior to final approval of the plan [SLDO: 180-403.E.1]

General Comments:

1. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.
2. Plan approval shall be subject to addressing all 16 comments as stated in the memo dated July 20, 2020 from Jason Hinz, HRG.

After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds and provide the Township with one recorded copy.



Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

PRELIMINARY / FINAL SUBDIVISION PLAN
REVIEW REPORT #1

TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township

DATE: July 20, 2020

RE: Preliminary/Final Subdivision Plan
122 Deaven Road & Lot 41 Phase 2 of Mindy Meadows

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

Submission:	Dated:	Last Revised:
Plan Sheet 1-2 of 2	July 10, 2020	---

The Applicant has requested the following modifications, waivers, and deferrals:

	Requested Waivers:	Ordinance Section:
1	Plan Contents Limits – All existing natural features, man-made structures and existing contours on the property and extending a minimum of 100 feet beyond the property’s boundary. We support this waiver request as detailed survey of existing property and the portion of Lot 41 to be transferred was performed.	Chapter 180-403.C.4, 5 & 8
2	Whenever a subdivision or land development abuts a street which does not meet Township design criteria, the street shall be widened to meet such criteria and provided with additional right-of-way. We support this waiver request. There is no site development within the plan only subdivision and lot addition and no known need for additional roadway or right of way width.	Chapter 180-503-A.9
3	Installation of sidewalks of all exterior streets upon which the subdivision fronts. We support this waiver request for there are currently no sidewalks along Deaven Road between Devonshire Heights Road and Jonestown Road.	Chapter 180-508.A.1
4	Installation of curbing, including pavement widening and drainage improvements, along all exterior streets upon which the property fronts. We support this waiver request for there is no curbing along Deaven Road between Devonshire Heights Road and Jonestown Road except for a short length along the west side of Deaven Road between Devonshire Heights and Misty Lane.	Chapter 180-509-A.1
5	Installation of street trees along existing streets for subdivision plans. We support this waiver request for there is no site development within the plan only subdivision and lot addition.	Chapter 180-515.E.1

We have completed our review of the above-referenced plan and we offer the following comments:

Zoning (Chapter 170)

1. Provide reference that the existing lot is a legal non-conformity of record as it does not meet the minimum lot area requirement (203-805.C.2.a.1).

Subdivision and Land Development (Chapter 180)

1. The location map shall not be at a scale smaller than one inch equals 1,000 feet. Please reconcile (180-404.C.1).
2. Identify the primary control point of the survey within the plan (180-404.C.3).
3. Coordinates must be provided for all property corners of the parent tract (180-404.C.3).
4. Provide the building setback lines for the Existing Saber Lot and the Lot Addition (180-404.12.e).
5. Provide the right-of-way line along the west side of Deaven Road (180-404.C.3).
6. Provide two (2) concrete monuments along the parent tract of the subdivision (180-520.B.3).
7. Label the beneficiaries of the easements on the plan (180-504.J).
8. Dimension the cartway and right of way widths on the plan (180-404.C.12).

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. The applicant shall pay all required fees prior to plan approval (180-1105).
2. Provide all signatures/seals prior to final approval of the plan (180-404.E.1).
3. Provide an estimate for any financial security associated with property markers, curbs, sidewalks, street trees, etc. and executed security agreement with financial security in a form prescribed in this chapter and in an amount approved by the Township Engineer (180-404.E.13).
4. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).
5. The applicant shall schedule all required inspections a minimum of two (2) days prior to beginning the construction of any improvement under an approved plan. (180-404.E.14).

6. Since the plan proposes an extension of the sewer service in the project from existing sewerage facilities owned and maintained by the Lower Paxton Township Authority, a report from the Authority indicating that the proposed design has been reviewed and is sufficient is required (180-404.E.5).
7. Provide evidence that either approval of the DEP Sewage Facilities Planning Module or similar documentation has been granted by DEP or that such approval is not required (180-404.E.5).

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.

JRR/JRH/LB

R000184.0002 (Phase 4694)

P:\0001\000184_0002\Admin\4694 - 122 Deaven Road - Saber PF SDIA - PLAN REVIEW\PR#1 - PH 4694.docx

c: Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Randy Allen (rallen@lowerpaxton-pa.gov)
Robert T. Saber (rtsaber@yahoo.com)

Plan No. 20-070

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	✓		
2. Owner/developer name, address & telephone number shown	✓		
3. Municipality name shown	✓		
4. Tax parcel number/Deed reference shown/Instrument #	✓		
5. North point shown	✓		
6. Map scale shown (written/graphic)	✓		
7. Date of plan preparation shown	✓		
8. Certification of surveyor/engineer/landscape architect shown <i>(need seal/sign)</i>	✓		
9. Location map shown	✓		
10. Total property map (bearings, distances, area, primary control point) shown		✓	
11. Names of adjacent landowners/subdivision shown		✓	
12. Lot numbers shown	✓		
13. Lot dimensions shown <i>(as surveyed)</i>	✓		
14. Lot areas shown	✓		
15. Permanent monuments and markers shown	✓		
16. Building setbacks shown		✓	
17. Existing natural features shown -			
Wetlands	✓		
Floodplains	✓		
Woodlands, streams, etc.	✓		
18. Contours at required interval shown	✓		
19. Easements shown and identified		✓	
20. Existing man-made features shown -			
Building (s)	✓		
Storm drainage facilities		✓	
Sewer mains		✓	
Water mains		✓	
21. Proposed man-made features shown -			
Building (s)			✓
Storm drainage facilities			✓
Sewer disposal - public(✓) on-lot ()			✓
Water supply - public (✓) well ()			✓
22. Existing streets shown -			
Name	✓		
R/W width		✓	
Paving width		✓	
Dedicated R/W width			✓
23. Proposed streets shown -			
Name			✓
R/W width			✓
Paving width			✓
Profiles			✓
24. Curbs shown		✓	
25. Sidewalks shown		✓	
26. Existing and proposed coverage shown	✓		
27. Parking schedule provided shown			✓
28. Traffic study completed			✓
29. Recreation area shown/fee in-lieu-of provided			✓
30. Erosion and sedimentation control plan shown		✓	
31. Statement of ownership, signature and notarization shown <i>(need sign/notar.)</i>		✓	
32. Dedicatory statement shown			✓
33. Approval blocks shown	✓		
34. PADOT Highway Occupancy Permit statement shown			✓
35. Consistency with Future Land Use plans -			
County plans	✓		
Municipal plans	✓		

July 10, 2020

Robert Saber
122 Deaven Road
Harrisburg, PA 17112
717.574.2608
rtsaber@yahoo.com

Nick Gehret, Zoning Officer
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

**Subject: Preliminary/Final Subdivision Plan for 122 Deaven Road &
Lot 41 Phase 2 of Mindy Meadows**

Dear Mr. Gehret:

The intent of this plan is to obtain approval and depict property line changes associated with transferring a portion of vacant ground from Eastern Development & Planning, Inc. to Robert T. and Kathleen M. Saber. The portion of vacant ground to be transferred is part of Lot 41 as shown on the approved Subdivision Plan for Phase 2 of Mindy Meadows. The land would be added to the property know as 122 Deaven Road and the existing property line dividing the land would be removed.

Attached are one completed Application for Subdivision and Land Development Review Form, one completed Subdivision and Land Development Plan Checklist and Lower Paxton Township filing fees (Check #144 for \$335). Also attached are one completed copy of Dauphin County Planning Commission Application for Plan Review and Dauphin County filing fees (Check # 145 for \$183). Also attached are eleven (11) paper prints (24' x 36") and one (1) CD with a digital PDF version of the of the subdivision plan for the above referenced plan as discussed on July 8, 2020.

I am requesting the following waivers for the above-mentioned subdivision plan.

Waiver Requests:

1. [SLDO:180-403.C.4, 5 & 8] Plan Contents Limits - All existing, natural features, man-made structures and existing contours on the property and extending a minimum of 100 feet beyond the property's boundary.

Proposed – Perform detailed survey of existing property and portion of Lot 41 to be transferred. Use aerial photography, lidar data and the Phase 2 of Mindy Meadows Plan to extend limits of plan. The printed plan a minimum of 60 feet while the model in the electronic file extends more than 100 feet.

Justification – Site development is ongoing for Phase 2 of Mindy Meadows and contours and features are changing daily. Disagreement with neighbor to the north of existing property did not allow for surveying of that property. The property to the east (across Deaven Road) is Blue Ridge Memorial Gardens Cemetery (Zoning District IN). The printed plan only shows a minimum of 60 feet beyond the property limits so that it can be kept at a scale (1' = 20') so that information is discernable. It still shows the entire area of interest for the proposed lot addition.

2. [SLDO:180-503-A.9] Whenever a subdivision or land development abuts a street which does not meet Township design criteria, the street shall be widened to meet such criteria and provided with additional right-of-way.

Proposed – Street widening will not be performed.

Justification – The intent of this plan is to make a lot addition to an existing lot. There is no site development being performed as part of this plan. The Phase 2 of Mindy Meadows plans include 4 feet of pavement widening along the east edge of Deaven Road (Minor Road T-440) however it did not extend all the way to my property. It stopped approximately 155 feet south of my existing property and did not extend to my property as shown on the approved plan. The roadway was repaved to the north of my property as part of sewer work in 2016/2017 and was not widened at that time.

3. [SLDO:180-508.A.1] Sidewalks must be installed along both sides of all new interior streets in all residential, commercial and industrial subdivisions and land developments within the Township unless otherwise waived by the Township. Sidewalks must also be constructed along the side of all exterior streets upon which the subdivision or land development fronts. Where sidewalks are required to be installed, curbing, street widening and drainage improvements must also be provided.

Proposal – Sidewalks will not be installed.

Justification – There are currently no sidewalks along Deaven Road between Devonshire Heights Road and Jonestown Road.

4. [SLDO:180-509-A.1] Curbing must be installed along both sides of all new interior streets to the proper street width in all residential, commercial and industrial subdivisions and land developments within the Township. Curbing, including pavement widening and drainage improvements must also be constructed along all exterior streets upon which the property fronts.

Proposal – No curbing will be installed.

Justification – There is no curbing along Deaven Road between Devonshire Heights Road and Jonestown Road except for a short length along the west side of Deaven Road between Devonshire Heights and Misty Lane.

5. [SLDO:180-515.E.1) Street trees shall be required in all subdivisions and land developments based on the following: (a) For existing and new arterial, collector and minor streets, as defined herein, a quantity of one street tree for every 50 linear feet of street frontage shall be provided.

Proposal – No new street trees will be installed.

Justification – There is currently one Bradford Pear tree on my existing property along Deaven Road. Another Bradford Pear tree along Deaven Road was damaged and removed as part of the sanitary sewer replacement project in 2016/2017 and a replacement tree was not planted due to the shallow depth of the new sewer lateral and other gardens in the yard. There are currently two Maple trees along the property line - Deaven Road Right-of-Way line of the portion of land to be purchased.

Thank you for your consideration of these requests.

Final Plan Requirement Checklist:

Below are the Items marked Not Applicable (NA) and statements why.

- 24. There are no improvements/construction as part of plan
- 25. There are no buildings/roadways as part of this plan
- 26. There is no construction as part of this plan
- 27. There are no roadways as part of this plan
- 28. The site is not located within the 100-year floodplain
- 29. There are no changes to Deaven Road or driveways as part of this plan
- 30. Survey monuments and markers not required since no construction
- 31. There is no construction phasing as part of this plan
- 32. There is no dedicated land as part of this plan
- 39. There are no traffic control signs required as part of this plan
- 40. There is no construction as part of this plan
- 41. There are no deed restrictions or covenants as part of this plan
- 42. There are no state highways adjacent to the project and no changes to driveway

Please contact me if you have any questions or need to discuss anything.

Sincerely,



Robert Saber

PRELIMINARY/FINAL SUBDIVISION PLAN

FOR 122 DEAVEN ROAD & LOT 41 PHASE 2 of MINDY MEADOWS

LOCATED IN

LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA

INTENT OF PLAN
THE INTENT OF THIS PLAN IS TO OBTAIN APPROVAL AND DEPICT PROPERTY LINE CHANGES ASSOCIATED WITH TRANSFERRING A PORTION OF VACANT GROUND FROM EASTERN DEVELOPMENT & PLANNING, INC. TO ROBERT T. AND KATHLEEN M. SABER. THE PORTION OF VACANT GROUND TO BE TRANSFERRED IS PART OF LOT 41 AS SHOWN ON THE APPROVED SUBDIVISION PLAN FOR PHASE 2 OF MINDY MEADOWS. THE LAND WOULD BE ADDED TO THE PROPERTY KNOWN AS 122 DEAVEN ROAD AND THE EXISTING PROPERTY LINE DIVIDING THE LAND WOULD BE REMOVED, SEE PLAN.

INDIVIDUALS OR CONTRACTORS, BEFORE YOU DIG, CALL THE ONE CALL SYSTEM AT 1-800-242-1776. ONE CALL SERIAL # 20201473794

LIST OF UTILITIES
COMCAST CABLE COMMUNICATIONS INC (SB)
LOWER PAXTON TOWNSHIP AUTHORITY (G11)
PPL ELECTRIC UTILITIES CORPORATION (PR)
UGI UTL HARRISBURG (UI)
VERIZON PENNSYLVANIA LLC (HC)
ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC (PLL)

SITE DATA

- OWNERS:**
EASTERN DEVELOPMENT & PLANNING, INC.
7300 DERRY STREET
HARRISBURG, PA 17111
717.561.2040
JOHN.KERSCHNER@FINELINEHOMES.COM
- ROBERT T. & KATHLEEN M. SABER**
122 DEAVEN ROAD
HARRISBURG, PA 17112
717.574.2608
RTSABER@YAHOO.COM

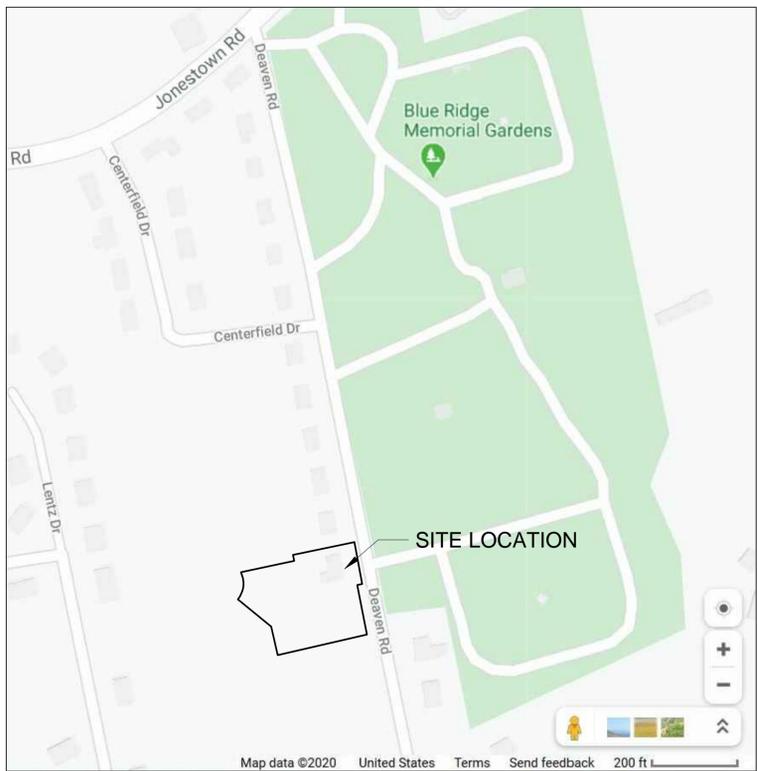
- APPLICANT:**
ROBERT T. SABER
122 DEAVEN ROAD
HARRISBURG, PA 17112

- PORTION OF VACANT GROUND BEING TRANSFERRED FROM EASTERN DEVELOPMENT & PLANNING, INC. IS PART OF LOT 41 AS SHOWN ON THE APPROVED SUBDIVISION PLAN FOR PHASE 2 MINDY MEADOWS. PLAN RECORDED AS INSTRUMENT NUMBER 20060041740 ON OCTOBER 10, 2006 IN DAUPHIN COUNTY.
- THE FINAL PLAN FOR PHASE 2 MINDY MEADOWS WAS APPROVED BY THE LOWER PAXTON BOARD OF SUPERVISORS ON AUGUST 15, 2006.
- THE LOT FOR 122 DEAVEN ROAD IS ON A PRIVATE WATER SUPPLY (WELL) AND IS SERVED BY PUBLIC SEWER (LOWER PAXTON TOWNSHIP AUTHORITY) AND IS THEREFORE ZONED R-1 (A2). THE LOT IS CURRENTLY 14,681 SQ. FT. AND IS NON-CONFORMING TO CURRENT ZONING REQUIREMENTS.
- THE PORTION OF LAND TO BE TRANSFERRED FROM LOT 41 IS 5,344 SQ. FT. WHICH WILL MAKE THE NEW LOT SIZE FOR 122 DEAVEN ROAD 20,025 SQ. FT. WHICH IS CLOSER TO CONFORMANCE.
- LOT 41 IS SHOWN ON THE PHASE 2 MINDY MEADOWS PLAN AS 38,921 SQ. FT. LOT 41 WILL BE SERVED BY PUBLIC WATER AND SEWER AND THEREFORE ZONED R-1(A3). THE TRANSFER OF 5,344 SQ. FT. WILL RESULT IN A LOT OF 33,577 SQ. FT. WHICH IS STILL CONFORMING TO ZONING REQUIREMENTS
- NO ADDITIONAL DEVELOPMENT OR EARTH DISTURBANCE IS PROPOSED BEYOND WHAT IS BEING DONE AS PART OF APPROVED PHASE 2 MINDY MEADOWS.
- LINEAR FEET OF NEW STREET: 0'
- LINEAR FEET OF NEW STORM SEWER: 0'
- LINEAR FEET OF NEW SANITARY SEWER: 0'

ZONING REQUIREMENTS

R-1 LOW DENSITY RESIDENTIAL DISTRICT (A2)
MINIMUM LOT AREA: 39,000 SQUARE FEET
MINIMUM LOT WIDTH: 150 FEET AT FRONT SETBACK LINE
MINIMUM FRONT YARD: 25 FEET
MINIMUM SIDE YARD: NOT LESS THAN 10 FEET, 25 TOTAL OF BOTH SIDES
MINIMUM REAR YARD: 30 FEET
MAXIMUM BUILDING COVERAGE: 30%
MAXIMUM IMPERVIOUS COVERAGE: 40%
MAXIMUM BUILDING HEIGHT: 30 FEET

R-1 LOW DENSITY RESIDENTIAL DISTRICT (A3)
MINIMUM LOT AREA: 20,000 SQUARE FEET
MINIMUM LOT WIDTH: 90 FEET AT FRONT SETBACK LINE
MINIMUM FRONT YARD: 25 FEET
MINIMUM SIDE YARD: NOT LESS THAN 10 FEET, 25 TOTAL OF BOTH SIDES
MINIMUM REAR YARD: 30 FEET
MAXIMUM BUILDING COVERAGE: 30%
MAXIMUM IMPERVIOUS COVERAGE: 40%
MAXIMUM BUILDING HEIGHT: 30 FEET



DRAWING INDEX	
SHEET NO.	TITLE
1	COVER SHEET
2	FINAL SUBDIVISION PLAN

PLAN APPROVAL BLOCKS

THIS PLAN REVIEWED BY THE DAUPHIN COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 2020

CHAIRMAN _____

SECRETARY _____

THIS PLAN REVIEWED BY THE LOWER PAXTON TOWNSHIP ENGINEER THIS _____ DAY OF _____ 2020

TOWNSHIP ENGINEER _____

THIS PLAN RECOMMENDED FOR APPROVAL BY THE LOWER PAXTON TOWNSHIP PLANNING COMMISSION THIS _____ DAY OF _____ 2020

CHAIRMAN _____

SECRETARY _____

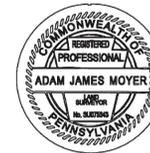
THIS PLAN APPROVED BY THE LOWER PAXTON TOWNSHIP BOARD OF SUPERVISORS, AND ALL CONDITIONS IMPOSED WITH RESPECT TO SUCH APPROVAL WERE COMPLETED ON THIS _____ DAY OF _____ OF 2020

CHAIRMAN _____

SECRETARY _____

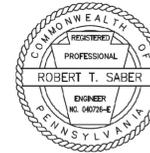
I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

SURVEYOR
ADAM MOYER, P.L.S.,
110 BARNETT DRIVE
DUNCANNON, PA 17020
717-645-2421
AJMOYER1885@GMAIL.COM



I HEREBY CERTIFY THIS PLAN TO BE CORRECT AS SHOWN AND IN COMPLIANCE WITH THE REQUIREMENT OF THE LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

ENGINEER
ROBERT T. SABER, P.E.
122 DEAVEN ROAD
HARRISBURG, PA 17112
717-574-2608
RTSABER@YAHOO.COM



No.	REVISION	DATE
1		
2		
3		
4		
5		

OWNER CERTIFICATION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF _____ ON THIS THE _____ DAY OF _____ BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED.

OWNER(S)
PRINTED NAME _____
SIGNATURE _____

WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT THEY ARE THE OWNER(S) OR EQUITABLE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAN AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND DEED, THAT ALL STREETS OR PARTS THEREOF AND OTHER LANDS INTENDED TO BE OFFERED FOR PUBLIC USE, IF NOT PREVIOUSLY DEDICATED ARE HEREBY OFFERED FOR DEDICATION TO THE PUBLIC USE AND DESIRE THE SAME BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ DATE _____
NOTARY PUBLIC _____

OWNER CERTIFICATION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF _____ ON THIS THE _____ DAY OF _____ BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED.

OWNER(S)
PRINTED NAME _____
SIGNATURE _____

WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT THEY ARE THE OWNER(S) OR EQUITABLE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAN AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND DEED, THAT ALL STREETS OR PARTS THEREOF AND OTHER LANDS INTENDED TO BE OFFERED FOR PUBLIC USE, IF NOT PREVIOUSLY DEDICATED ARE HEREBY OFFERED FOR DEDICATION TO THE PUBLIC USE AND DESIRE THE SAME BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ DATE _____
NOTARY PUBLIC _____

RECORDER OF DEEDS _____ DAUPHIN COUNTY TAX ASSESSMENT OFFICE

PRELIMINARY/FINAL SUBDIVISION PLAN
FOR
122 DEAVEN ROAD &
LOT 41 PHASE 2 of MINDY MEADOWS
IN
LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA

FROM
EASTERN DEVELOPMENT & PLANNING, INC.
7300 DERRY STREET
HARRISBURG, PA 17111
TO
ROBERT T. & KATHLEEN M. SABER
122 DEAVEN ROAD
HARRISBURG, PA 17112

ROBERT T. SABER
PROFESSIONAL ENGINEER
122 DEAVEN ROAD, HARRISBURG, PA 17112 PHONE (717) 574-2608

REQUESTED WAIVERS			
ORDINANCE SECTION	DESCRIPTION	DATE OF REQUEST	DATE OF APPROVAL
180-403.C	SURVEY LIMITS	7/10/2020	
180-503.A.9	STREET WIDENING	7/10/2020	
180-508.A.1	SIDEWALKS	7/10/2020	
180-509.A.1	CURBING	7/10/2020	
180-515.E.1	STREET TREES	7/10/2020	



- LEGEND**
- RIGHT-OF-WAY
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - OE OVERHEAD ELECTRIC
 - G GAS
 - TC OVERHEAD TELECOMMUNICATIONS
 - TV OVERHEAD CABLE TV
 - S SANITARY SEWER
 - ST STORM SEWER
 - RIPRAP
 - LIMIT OF DETAILED FIELD SURVEY
 - PROPERTY LINE
 - RIGHT OF WAY
 - X PROPOSED DRAINAGE EASEMENT
 - WETLAND
 - TOWNSHIP ZONING BOUNDARY
 - PROPOSED BUILDING SETBACK LINE
 - TREE - DECIDUOUS
 - TREE - CONIFEROUS
 - SHRUB
 - IRON PIN
 - PK NAIL
 - WELL
 - STORM MANHOLE
 - STORM INLET
 - SANITARY MANHOLE
 - LIGHT POST
 - UTILITY POLE
 - MAILBOX
 - GAS VALVE

20 0 20 40
SCALE IN FEET
1"=20'

No.	REVISION	DATE
1		
2		
3		
4		
5		

PRELIMINARY/FINAL SUBDIVISION PLAN
FOR
122 DEAVEN ROAD &
LOT 41 PHASE 2 of MINDY MEADOWS
IN
LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA

FROM
EASTERN DEVELOPMENT & PLANNING, INC.
7300 DERRY STREET
HARRISBURG, PA 17111

TO
ROBERT T. & KATHLEEN M. SABER
122 DEAVEN ROAD
HARRISBURG, PA 17112

ROBERT T. SABER
PROFESSIONAL ENGINEER
122 DEAVEN ROAD, HARRISBURG, PA 17112 PHONE (717) 574-2608

SHEET 2 OF 2 DATE JULY 10, 2020



LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109
PHONE: (717) 657-5600 FAX: (717) 724-8311
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

LOWMAN S. HENRY
CHAIRMAN

GARY A. CRISSMAN
VICE CHAIRMAN

CHRIS JUDD
SECRETARY

ROBIN L. LINDSEY

NORMAN C. ZOUMAS

MEMO TO: Board of Supervisors

**FROM: Amanda Zerbe, Community Development Manager
Nick Gehret, Zoning Officer**

DATE: August 14, 2020

**SUBJECT: Preliminary/Final Minor Subdivision & Lot Addition Plan Overlands of
Mathew & Rebecca Small and Christopher Carr
Plan #20-11
Time Extension: October 8, 2020**

Plan Summary:

The Preliminary/Final Subdivision Plan for Matthew and Rebecca Small and Christopher Carr proposes to subdivide Lot 1A (0.278 acres) from Lot 1 and combine it with Lot 3 as an add-on lot. Presently Lot 1 stands at 1.173 acres and Lot 3 has a total area of 0.274 acres and is a non-conforming lot. With the addition of Lot 1A into Lot 3, Lot 3 will now have a total area of 0.551 acres and Lot 1 will be reduced to a total area of 0.895 acres.

The site is in the Residential Low Density (R-1), zoning district and will be served by public sewer and private supply.

This Plan was approved at the August 5, 2020 Planning Commission Meeting.

Waiver Requests:

1. [SLDO 180-404.C.5/8] - The applicant is requesting a waiver of the requirement to provide all existing natural features, man-made structures and existing contours on the property and extending a minimum of 100 feet beyond the property's boundary.

Staff supports this waiver request as sufficient detail is provided to support the intent of the plan.

2. [SLDO:180-508.A.1] The applicant is requesting a waiver from the requirement to provide sidewalk along the roadway frontages bordering the subdivision.

Staff supports this waiver request as sidewalks currently exist along existing lot 3 and that Wisteria Lane is a private right-of-way.

3. [SLDO:180-509.A] The applicant is requesting a waiver for the requirement to provide curbing along the roadway frontages bordering the subdivision.

Staff supports this waiver request as curbs currently exist along existing lot 3 and Wisteria Lane is a private right-of-way.

4. [SLDO:180-503.A.9] The applicant is requesting a waiver of the requirement to widen all streets bordering the subdivision which do not meet the current minimum width requirements.

Staff supports this waiver request. The plan is not proposing any new lots and that Wisteria Lane is a private right-of-way.

5. [SLDO:180-515.E.1] The applicant is requesting a waiver of the requirement to provide street trees.

Staff supports this waiver request for the plan is not proposing any new lots or earth disturbance activities.

Administrative Comments:

1. [ZO: 103.A.2] – A Zoning Permit shall be required for the plan.
2. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308. [SLDO: 180-404.E.16]
3. The applicant shall pay all required fees prior to recording the plan. [SLDO: 180-1105]
4. Provide all signatures prior to final approval of the plan [SLDO: 180-403.E.1]

General Comments:

1. Plan approval shall be subject to addressing all comments of Andrew Bomberger, TCRPC.
2. Plan approval shall be subject to addressing all 5 comments as stated in the memo dated August 11, 2020 from Jason Hinz, HRG.

After all conditions of the plan are met, the applicant will be responsible for recording the plan with the Dauphin County Recorder of Deeds, and provide the Township with one recorded copy.



**MINOR SUBDIVISION & LOT ADDITION PLAN
REVIEW REPORT #2**

TO: Amanda Zerbe, Zoning Officer
Lower Paxton Township

DATE: August 11, 2020

RE: Minor Subdivision & Lot Addition Plan for
Matthew & Rebecca Small and Christopher S. Carr

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

Submission:	Dated:	Last Revised:
Plan Sheet 1-1 of 1	July 6, 2020	July 29, 2020

The Applicant has requested the following modifications, waivers, and deferrals:

	Requested Waivers:	Ordinance Section:
1	Requirement to show features and contours 100' beyond the property boundary. We support this waiver request as sufficient detail is provided to support the intent of the plan.	Chapter 180-404.C.5/8
2	Requirement to provide sidewalks. We support this waiver request for sidewalks currently exist along existing lot 3 and that Wisteria Lane is a private right-of-way.	Chapter 508.A.1
3	Requirement to provide curbs. We support this waiver request for curbs currently exist along existing lot 3 and that Wisteria Lane is a private right-of-way.	Chapter 509.A
4	Requirement to widen the street to meet township requirements. We support this waiver request for the plan is not proposing any new lots and that Wisteria Lane is a private right-of-way.	Chapter 503.A.9
5	Requirement to provide Street Trees. We support this waiver request for the plan is not proposing any new lots or earth disturbances.	Chapter 515.E.1.a

We have completed our review of the above-referenced plan and we offer the following comments:

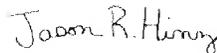
Subdivision and Land Development (Chapter 180)

1. Label the beneficiaries of the existing sanitary sewer and proposed drainage easements shown on the plan (180-504.J). *Beneficiary notes claimed to be added in the resubmission were not found.*

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. The applicant shall pay all required fees prior to plan approval (180-1105).
2. Provide all signatures/seals prior to final approval of the plan (180-404.E.1).
3. Provide an estimate for any financial security associated with property markers, curbs, sidewalks, street trees, etc. and executed security agreement with financial security in a form prescribed in this chapter and in an amount approved by the Township Engineer (180-404.E.13).
4. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).

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/JRR/LB

R000184.0002 (Phase 4693)

P:\0001\000184_0002\Admin\4693 - 5815 Wisteria Lane - Carr and Small PF SDA - PLAN REVIEW\PR#2 - PH 4693.docx

- c: Shirley Hepschmidt (SHepschmidt@lowerpaxton-pa.gov)
Nick Gehret (ngehret@lowerpaxton-pa.gov)
Randy Allen (rallen@lowerpaxton-pa.gov)
Joe Burget, Jr. (jburget@burgetassociatesinc.com)

Plan No. 20-071

Plat Specifications	Yes	No	N/A
1. Name of proposed subdivision/land development shown	✓		
2. Owner/developer name, address & telephone number shown	✓		
3. Municipality name shown	✓		
4. Tax parcel number/Deed reference shown/Instrument #	✓		
5. North point shown	✓		
6. Map scale shown (written/graphic)	✓		
7. Date of plan preparation shown	✓		
8. Certification of surveyor/engineer/landscape architect shown <i>(need seal/sign)</i>		✓	
9. Location map shown	✓		
10. Total property map (bearings, distances, area, primary control point) shown	✓		
11. Names of adjacent landowners/subdivision shown	✓		
12. Lot numbers shown	✓		
13. Lot dimensions shown <i>(as surveyed)</i>	✓		
14. Lot areas shown	✓		
15. Permanent monuments and markers shown	✓		
16. Building setbacks shown	✓		
17. Existing natural features shown - Wetlands		✓	
Floodplains	✓		
Woodlands, streams, etc.	✓		
18. Contours at required interval shown	✓		
19. Easements shown and identified	✓		
20. Existing man-made features shown - Building (s)		✓	
Storm drainage facilities	✓		
Sewer mains	✓		
Water mains	✓		
21. Proposed man-made features shown - Building (s)			✓
Storm drainage facilities			✓
Sewer disposal - public(✓) on-lot ()			✓
Water supply - public (✓) well ()			✓
22. Existing streets shown - Name	✓		
R/W width	✓		
Paving width	✓		
Dedicated R/W width			✓
23. Proposed streets shown - Name			✓
R/W width			✓
Paving width			✓
Profiles			✓
24. Curbs shown		✓	
25. Sidewalks shown		✓	
26. Existing and proposed coverage shown	✓		
27. Parking schedule provided shown			✓
28. Traffic study completed			✓
29. Recreation area shown/fee in-lieu-of provided			✓
30. Erosion and sedimentation control plan shown			✓
31. Statement of ownership, signature and notarization shown <i>(need sign/notar.)</i>		✓	
32. Dedicatory statement shown		✓	
33. Approval blocks shown	✓		
34. PADOT Highway Occupancy Permit statement shown			✓
35. Consistency with Future Land Use plans - County plans	✓		
Municipal plans	✓		

BURGET & ASSOCIATES, INC.



1797 New Bloomfield Road
New Bloomfield, PA 17068
Phone: 717-582-7011
Fax: 717-582-3557

July 30, 2020
HRG

RE: Minor Subdivision & Lot Addition Plan for Matthew & Rebecca Small and Christopher S. Carr

Please accept this as responses to your comments dated July 20th, 2020.

Requested Waivers

1. Requirement of a preliminary plan submission.

Our office has no record of submittal for this item. The plan submitted for consideration is a Preliminary/Final Minor plan.

2. Requirement to show features and contours 100' beyond the property.

Noted the support of this waiver by the Twp review engineer. Pending board consideration.

Zoning (Chapter 203)

1. The minimum lot size for a dwelling with Township-approved central sewage service is 39,000 square feet; provide reference that Existing Lot 3 is a legal non-conformity of record (203-307.A).

Existing Lot 3 was created by Plan Book U-2, Page 44 (1975) prior to inception of current zoning requirements. Note # 18 has been added to the plan discussing this item.

2. Provide a record of legal non-conformity for the shed, pool deck, and steps located within the setback lines for Reconfigured Lot 3 (203-805.A).

No known record of legal non-conformity is known to exist. Note #19 has been added to the plan to further discuss this item.

3. Provide a record of legal non-conformity for the garage and dwelling within Reconfigured Lot 1 (203-805.A).

No known record of legal non-conformity is known to exist. Note #20 has been added to the plan to further discuss this item.

Subdivision and Land Development (Chapter 180)

1. Revise the Statements of Ownership to coincide with the Owner's Certification and Dedicatory Statement provided in Exhibit 2 of the Lower Paxton Township Subdivision and Land Development ordinance (180-404.E.1).

The certifications have been revised on the plans are requested.

2. Coordinates must be provided for all property corners of the parent tract. Please reconcile (180-404.C.3).

Coordinates (in chart form) have been added to the revised plan.

3. Provide the minimum lot width within the zoning standards table (180-404.D.2).

Minimum lot width has been added to the zoning data as requested.

4. Revise the minimum lot area to 39,000 square feet in the standards table (180-404.D.2).

Lot areas has been revised accordingly in the zoning data requirements.

5. All requested waivers shall be submitted in writing. Please provide accordingly (180-404.E).

Waiver letter have been included with the plan set.

6. Address the requirement to provide sidewalk and curbing along Wisteria Lane (180-508.A.1, 180-509.A).

A waiver has been added for consideration of these requirements.

7. For Wisteria Lane, address the requirement that when a subdivision abuts a street which does not meet township design criteria the street shall be widened and provided with additional right of way (180-503.A.9)

A waiver has been added for consideration of this item. This street is a private roadway created by Deed Book M, Volume 39, Page 393.

8. Provide two (2) concrete monuments along the parent tract of the subdivision (180-520.B.3).

Two (2) concrete monuments have been included on the revised plan.

9. Address the requirement that all building lots shall abut an existing or proposed public street and provide reference to the approved subdivision that resulted in the current configuration of Lot 1 in Wisteria Lane (180-506.B.1).

The existing access configuration for Lot 1 was created by Deed Book M, Volume 39, Page 393. This has been noted on the plan as requested.

10. Address the requirement to provide street trees (180-515.E.1.a).

A waiver has been added for consideration of this requirement.

11. Label the beneficiaries of all easements shown on the plan (180-504.J).

Known beneficiaries have been added to the revised plan set.

Administrative Items to be Addressed Prior to/Upon Plan Approval

1. The applicant shall pay all required fees prior to plan approval (180-1105).

To be done prior to final approval.

2. Provide all signatures/seals prior to final approval of the plan (180-404.E.1).

To be done prior to final approval.

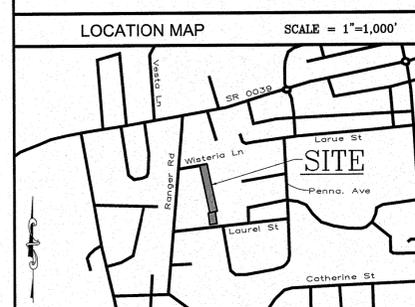
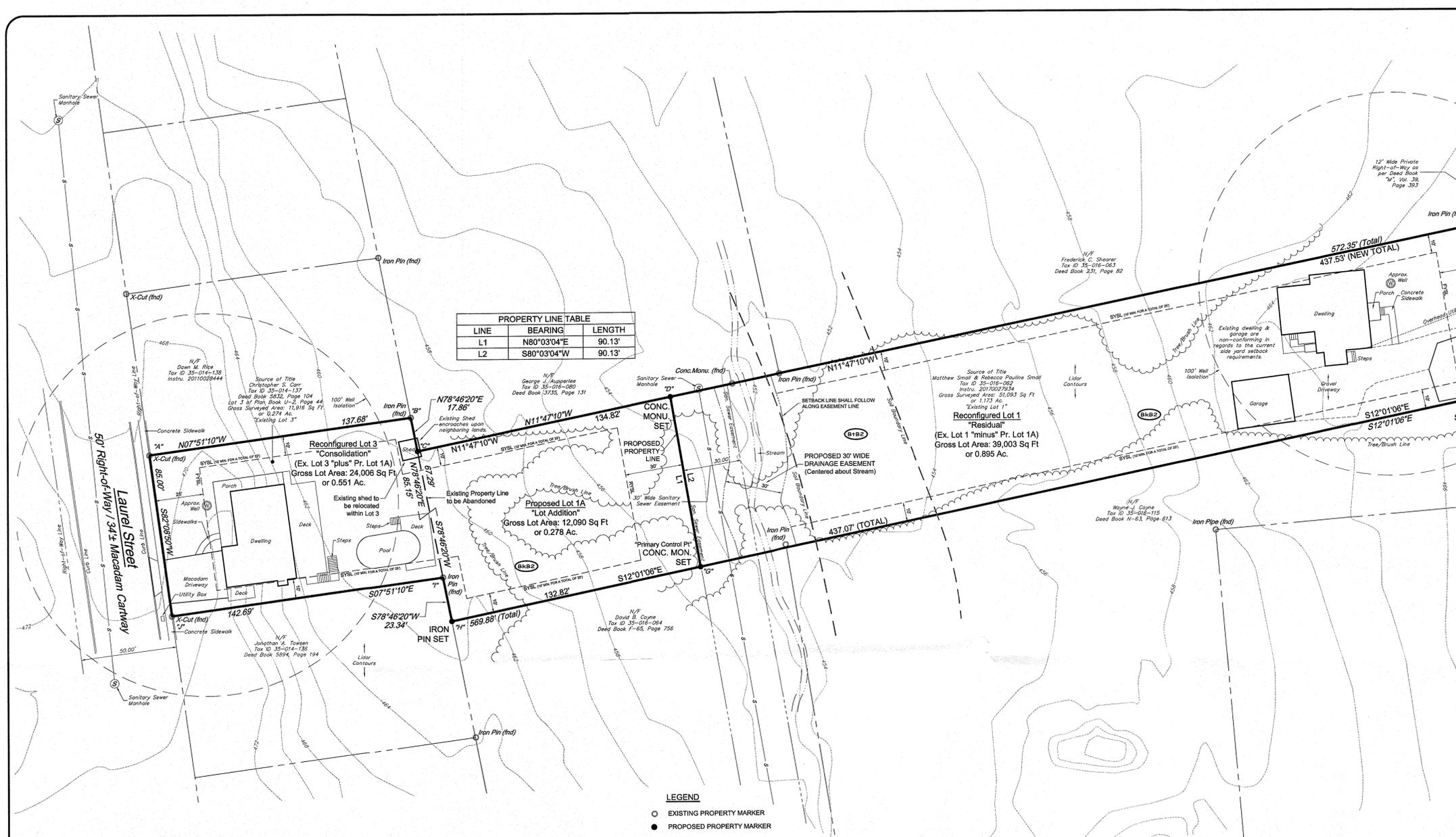
3. Provide an estimate for any financial security associated with property markers, curbs, sidewalks, street trees, etc. and executed security agreement with financial security in a form prescribed in this chapter and in an amount approved by the Township Engineer (180-404.E.13).
A cost estimate has been provided for proposed monumentation/markers as these are the only items for consideration. Pending approval by engineer.

4. Upon approval, provide an electronic file of the complete plan set and any other technical plans on a compact disk (CD) in accordance with Section 180-308 (180-404.E.16).
To be done prior to final approval.

5. The applicant shall schedule all required inspections a minimum of two (2) days prior to beginning the construction of any improvement under an approved plan. (180-404.E.14)
No improvements are proposed by this plan. No inspections will be required.

6. Since the plan proposes an extension of the sewer service in the project from existing sewerage facilities owned and maintained by the Lower Paxton Township Authority, a report from the Authority indicating that the proposed design has been reviewed and is sufficient is required (180-404.E.5).
No improvements are proposed by this plan. Public sewage facilities currently exist as noted in the site data.

7. Provide evidence that either approved of the DEP Sewage Facilities Planning Module or similar documentation has been granted by DEP or that such approval is not required (180-404.E.5).
Public sewage facilities currently exist as noted in the site data. Not sewage planning is required.



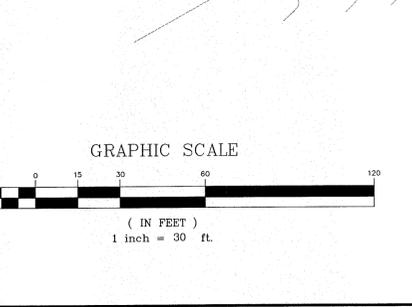
PROPERTY CORNER COORDINATE CHART

ID	*NORTHING	*EASTING
"A"	367443.3141	2233252.0615
"B"	367579.7019	2233233.2508
"C"	367583.1798	2233250.7707
"D"	367715.1578	2233223.2325
"E"	368143.4642	2233133.6631
"F"	368158.2183	2233220.9973
"G"	367730.7292	2233312.0058
"H"	367600.8253	2233339.6611
"I"	367596.2814	2233316.7711
"J"	367454.9278	2233336.2667

* Northing/Easting based on PA State Plane Coordinate System (PA-S)

LEGEND

- EXISTING PROPERTY MARKER
- PROPOSED PROPERTY MARKER
- EXISTING UTILITY POLE
- SOIL LABEL
- SUBJECT PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- RIGHT OF WAY LINE
- PROPERTY LINE TO BE ABANDONED
- APPROXIMATE EDGE OF STREAM
- OVERHEAD UTILITY LINE
- EDGE OF DIRT LANE
- SOIL BOUNDARY LINE
- LIDAR CONTOUR LINE
- EASEMENT LINE
- SANITARY MANHOLE & SEWER MAIN
- SYSL: "Front Yard Setback Line"
- SYSL: "Side Yard Setback Line"
- RYSL: "Rear Yard Setback Line"



GENERAL NOTES

- THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE AN EXISTING 1.173 ACRE TRACT (EX LOT 1) TO BE CONSOLIDATED WITH AN ADJOINING LOT (EX LOT 3).
- ALL INFORMATION (EXCEPT CONTOURS) ON THIS PLAN IS A RESULT FROM AN ACTUAL FIELD SURVEY PERFORMED BY BURGET & ASSOCIATES, INC.
- EXISTING LOT 1 & EXISTING LOT 3 EACH CONTAIN AN EXISTING DWELLING WITH ON-LOT WELL AND ARE SERVICED BY PUBLIC SEWER.
- EXISTING CONTOURS TAKEN FROM COUNTY GIS MAPPING (LIDAR). ALL CONTOURS ARE REFERENCED TO THE NAVD-88 VERTICAL DATUM.
- THIS SURVEY WAS PERFORMED WITHOUT THE USE OF A TITLE SEARCH.
- NO IMPROVEMENTS NOR EARTHMOVING ACTIVITIES ARE BEING PROPOSED AS PART OF THIS PLAN.
- FUTURE IMPROVEMENTS MAY REQUIRE FURTHER APPROVALS FROM LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY CONSERVATION DISTRICT, & THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP).
- ANY FUTURE EARTHMOVING ACTIVITIES ON ANY LOT OF THIS PLAN MAY REQUIRE THE SUBMITTAL & APPROVAL BY THE DAUPHIN COUNTY CONSERVATION DISTRICT PRIOR TO ANY EARTHMOVING ACTIVITIES OCCUR.
- ANY FUTURE EARTH DISTURBANCES, IMPLEMENTATION OF ANY EROSION & SEDIMENTATION CONTROL MEASURES IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER.
- WHERE AREAS OF EARTH DISTURBANCE WILL EXCEED 1 ACRE AN NPDES PERMIT WILL BE REQUIRED.
- PROPOSED LOT 1A IS PROPOSED AS A LOT ADDITION ONLY AND THEREFORE SHALL NOT BE SOLD OR CONVEYED AS A STAND-ALONE BUILDING LOT.
- A DEED OF CONSOLIDATION FOR THE CONSOLIDATED LOT 3 PLUS LOT 1A SHALL BE CREATED/RECORDED IMMEDIATELY FOLLOWING THE APPROVAL/RECORDING OF THIS PLAN.
- TO THE NATIONAL WETLANDS INVENTORY MAPPING NO WETLANDS EXIST ON THE SITE.
- ANY FUTURE DISTURBANCES (FILLING, DRAINING, OR EARTH MOVING ACTIVITIES) WITHIN KNOWN WETLANDS SHALL REQUIRE NECESSARY PERMITS AND APPROVALS BE OBTAINED FROM THE APPROPRIATE FEDERAL, STATE, AND LOCAL AGENCIES.
- NO FLOODPLAINS EXIST WITHIN THE SITE AS PER THE NATIONAL FLOOD INSURANCE MAP(S) FOR LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA.
- ALL PAGES OF THIS SUBDIVISION PLAN (SHEET 1) SHALL BE RECORDED AT THE RECORDERS OFFICE IN THE DAUPHIN COUNTY COURTHOUSE IN ACCORDANCE WITH ALL TOWNSHIP REGULATIONS CURRENTLY IN EFFECT.
- NO PROTECTIVE COVENANTS (OTHER THAN THOSE SHOWN ON THIS PLAN: I.E. RIGHT-OF-WAYS, EASEMENTS, SETBACKS, ETC.) EXIST ON THIS PROPERTY OR ARE BEING PROPOSED BY THIS SUBDIVISION PLAN.
- EXISTING LOT 3 IS A NON-CONFORMING LOT WITH REGARD TO LOT AREA; CURRENT REQUIRED LOT AREA FOR THIS LOT IS 39,000 SQ FT. EXISTING LOT 3 WAS CREATED BY PLAN BOOK U-2, PAGE 43 (1975) PRIOR TO THE INCEPTION OF CURRENT ZONING REQUIREMENTS.
- EXISTING LOT 3 CONTAINS A SHED, A POOL DECK, & STEPS THAT ARE NON-CONFORMING WITH REGARD TO THE SETBACK REQUIREMENTS; CURRENT REQUIRED SETBACKS FOR THESE ITEMS IS 10 FEET FROM SIDE PROPERTY LINES AND 30 FEET FROM REAR PROPERTY LINES, RESPECTIVELY. NO KNOWN RECORD OF LEGAL NON-CONFORMITY IS KNOWN TO EXIST. AS NOTED ON THIS PLAN, THE EXISTING SHED SHALL BE RELOCATED WITHIN RECONFIGURED LOT 3 TO MEET THE CURRENT REQUIRED ZONING STANDARDS.
- EXISTING LOT 1 CONTAINS A DWELLING & A GARAGE THAT ARE NON-CONFORMING WITH REGARD TO THE SETBACK REQUIREMENTS; CURRENT REQUIRED SETBACKS FOR THESE ITEMS IS 10 FEET FROM SIDE PROPERTY LINES. NO KNOWN RECORD OF LEGAL NON-CONFORMITY IS KNOWN TO EXIST.

SUBDIVISIONS IN AREA

Plan Book U, Vol. 2, Page 67 - Rhoads - 6/9/1975
Plan Book U, Vol. 2, Page 43 - Ranger Park - 6/11/1975
Plan Book Z, Vol. 2, Page 97 - Rhoads - 9/14/1977
Plan Book C, Vol. 3, Page 88 - Shearer - 9/22/1978
Plan Book G, Vol. 6, Page 41 - Shearer - 7/26/1995

SOIL LEGEND

Bk2B - Brinkerton & Armagh silt loams, 3-8% slopes, moderately eroded

Bk2B - Brinkerton & Armagh silt loams, 3-8% slopes, moderately eroded

WAIVER(S) REQUESTED

APPROVED

- Section 404.C.5/8 (Features/Contours 100' Beyond Site)
- Section 508.A.1 (Provide Sidewalks)
- Section 509.A (Provide Curbs)
- Section 503.A.9 (Street Widening)
- Section 515.E.1.a (Street Trees)

SURVEY STATEMENT OF ACCURACY

I hereby certify that, to the best of my knowledge, the survey and plan shown and described hereon is true and correct to the accuracy required by the Lower Paxton Township Subdivision and Land Development Ordinance.

Professional Surveyor: JOE ALLEN BURGET, JR., P.L.S.

REVISIONS	SOURCE OF TITLE	SHEET NUMBER
7/29/2020 as per Twp Eng/ LPPC Comments	Instru. 20170027934 Deed Book 5832, Page 104	1 OF 1 (to be recorded)
	TAX MAP NUMBER Tax ID 35-016-062 Tax ID 35-014-137	
	BURGET & ASSOCIATES, INC. Professional Land Surveyors • CAD Training and Support • ALTA Surveys • Topographic Surveys • Property Surveys • FEMA Elevation Certificates • GPS Mapping and Control Surveys • Major and Minor Subdivisions Web Site: www.burgetassociatesinc.com	

UPI CERTIFICATE

Assessment Office

RECORDER OF DEEDS CERTIFICATE

Recorded in the office of the Recorder of Deeds of the County of Dauphin, Commonwealth of Pennsylvania, in Plan Book Volume _____ Page(s) _____ Given under my hand and seal this _____ day of _____, 20____.

Recorder of Deeds (Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____
On this the _____ day of _____, 20____, before me the undersigned personally appeared.

Owner: Matthew Small
Printed Name: _____ Signature: _____

Who being duly sworn according to law, depose and say that they are the owner(s) or equitable owner(s) of the property shown on this plan and that they acknowledge the same to be their act and deed, that all streets or parts thereof and other lands intended to be offered for public use, if not previously dedicated, are hereby offered for public use and desire the same to be recorded as such according to law.

witness my hand and notarial seal the day and the date above written.

Notary Public My commission expires _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____
On this the _____ day of _____, 20____, before me the undersigned personally appeared.

Owner: Rebecca Pauline Small
Printed Name: _____ Signature: _____

Who being duly sworn according to law, depose and say that they are the owner(s) or equitable owner(s) of the property shown on this plan and that they acknowledge the same to be their act and deed, that all streets or parts thereof and other lands intended to be offered for public use, if not previously dedicated, are hereby offered for public use and desire the same to be recorded as such according to law.

witness my hand and notarial seal the day and the date above written.

Notary Public My commission expires _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____
On this the _____ day of _____, 20____, before me the undersigned personally appeared.

Owner: Christopher S. Carr
Printed Name: _____ Signature: _____

Who being duly sworn according to law, depose and say that they are the owner(s) or equitable owner(s) of the property shown on this plan and that they acknowledge the same to be their act and deed, that all streets or parts thereof and other lands intended to be offered for public use, if not previously dedicated, are hereby offered for public use and desire the same to be recorded as such according to law.

witness my hand and notarial seal the day and the date above written.

Notary Public My commission expires _____

PLAN REVIEW AND APPROVAL CERTIFICATES

BY THE PLANNING COMMISSION.
This plan recommended for approval by the Lower Paxton Township, Planning Commission this _____ day of _____, 20____.

Secretary, Planning Commission: _____ Chairman, Planning Commission: _____
Lower Paxton Township Lower Paxton Township

BY THE COUNTY PLANNING COMMISSION.
This plan reviewed by the Dauphin County Planning Commission on this _____ day of _____, 20____.

Secretary, Dauphin County Planning Commission: _____ Chairman, Dauphin County Planning Commission: _____

BY THE SUPERVISORS.
This plan approved by the Lower Paxton Township Board of Supervisors & all conditions imposed with respect to such approval were completed on this _____ day of _____, 20____.

Secretary, Lower Paxton Township (Seal): _____ Chairman, Board of Supervisors, Lower Paxton Township: _____

BY THE MUNICIPAL ENGINEER.
This plan reviewed by the Lower Paxton Township Engineer on this _____ day of _____, 20____.

Township Engineer: _____

ZONING DATA	SITE DATA
DISTRICT: Low Density Residential R-1 REQUIREMENTS: (Section 307.A) Use: Single Family Detached Dwelling Min. Lot Area: 39,000 Sq Ft (0.895 Ac.) Min. Lot Width: 150 Ft. (at Setback Line) Minimum Street Frontage: 150 Ft. Building Setback: Front: 25 Ft. Side: 10 Ft. (min.) Rear: 30 Ft. (total two sides) Driveway Setback: 3 Ft. (from side) Maximum Building Height: 35 Ft. Maximum Coverage: Building: 30% Impervious: 40%	Lot Information Existing Lot 1 Gross Surveyed Lot Area: 1.173 Acres Existing Impervious Coverage: 10.8% (5,612 Sq Ft to ROW) Existing Lot 3 Gross Surveyed Lot Area: 0.274 Acres Existing Impervious Coverage: 36.2% (4,320 Sq Ft to ROW) Proposed Lot 1A (Lot Addition) Gross Surveyed Lot Area: 0.278 Acres Existing Impervious Coverage: 14.1% (5,612 Sq Ft to ROW) Reconfigured Lot 1 (Ex. Lot 1 "minus" Pr. Lot 1A) Remaining Lot Area: 0.895 Acres Water: On-Lot (Existing) Septic: Public (Existing) Proposed Impervious Coverage = 18.0% (4,320 Sq Ft to ROW)

LAND OWNERS / DEVELOPERS

Matthew Small & Rebecca Pauline Small Email: mm1e1@psd.com	5815 Wisteria Lane Harrisburg, PA 17112 Phone: 717-448-5666
Christopher S. Carr Email: cshavocorr@verizon.net	5872 Laurel Street Harrisburg, PA 17112 Phone: 717-514-4888

PRELIMINARY / FINAL MINOR SUBDIVISION & LOT ADDITION PLAN
OVER LANDS OF
MATTHEW & REBECCA SMALL
AND
CHRISTOPHER S. CARR
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA
JOB NUMBER: 20130-001
DRAWING NUMBER: 20130-001
DATE: July 6th, 2020