

EXHIBIT "A"

**PUBLIC NOTICE OF COURT HEARING TO
CONSIDER SETTLEMENT AGREEMENT**

This is notice to the public that in the matter of In re: Appeal of Northwestern Human Services from the decision dated November 11, 2010 of the Zoning Hearing Board of the Township of Lower Gwynedd, Case No.: 10-36184, a hearing shall occur on May 22, 2013 at 10:00 a.m. at the Montgomery County Court House, Swede and East Airy Streets, Norristown, Pennsylvania, in courtroom A. The purpose of this hearing is to consider approval by the court of the settlement agreement in this case between on the one hand Plaintiff Northwestern Human Services a/k/a NHS Human Services Inc. ("NHS"), and on the other hand, Defendant Lower Gwynedd Township Zoning Hearing Board and Intervenor Lower Gwynedd Township.

The settlement agreement would resolve claims by NHS in this matter against the Defendant and the Intervenor named above. The settlement agreement will also resolve the federal lawsuit entitled NHS Human Services, Inc. v. Lower Gwynedd Township, Lower Gwynedd Township Zoning Hearing Board, Frances Vitetta, Cary Levinson and Dennis Daly, United States District Court for the Eastern District of Pennsylvania, C.A. 11-2074. The settlement agreement includes, among other provisions, a determination that a single family dwelling at 761 Tennis Avenue in Lower Gwynedd Township may be used, pursuant to certain conditions, as a group home for individuals with a primary diagnosis of intellectual development disability in accordance with certain conditions for use of the home attached to and part of the settlement agreement.

At this hearing, any member of the public alleging to have an interest in the settlement agreement may appear and be heard, or shall forever waive any objection. The settlement agreement may be found on the home page of the Lower Gwynedd Township website at <http://lowergwynedd.org>. The settlement agreement is also available for inspection during normal business hours at the Lower Gwynedd Township administration building at 1130 N. Bethlehem Pike, Spring House, PA 19477.

Other documents relating to this case maybe obtained from the office of the Prothonotary at the Montgomery County Court House or through the Montgomery County website.

IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: APPEAL OF NORTHWESTERN :
HUMAN SERVICES FROM THE DECISION :
DATED NOVEMBER 11, 2010 OF THE :
ZONING HEARING BOARD OF THE :
TOWNSHIP OF LOWER GWYNEDD : NO.: 10-36184

ORDER FOR HEARING
REGARDING SETTLEMENT AGREEMENT

AND NOW, this 4th day of APRIL, 2013, upon consideration of the Joint Petition of Plaintiff NHS Human Services, Inc. ("NHS"), Defendant Lower Gwynedd Township Zoning Hearing Board and Intervenor; Lower Gwynedd Township the Court hereby schedules a hearing to consider approval of the Settlement Agreement between NHS, the Defendant and the Intervenor.

The hearing shall occur on May 22nd, 2013 at 10:00 am pm, at the Montgomery County Court House, Norristown, PA in courtroom A.

Lower Gwynedd Township shall provide notice to the public of hearing as follows:

1. On April 12, 2013, Lower Gwynedd Township shall mail, by U.S. First Class Mail (postage pre-paid), copies of the following documents to the last known address of all persons or entities that, according to the Township's records, own real property within 1,000 feet of NHS's property at 761 Tennis Avenue, which is the subject of this case: (a) the Public Notice in the form attached as Exhibit "A", and (b) this Order.

Case# 2010-36184-30 Received at Montgomery County Prothonotary on 03/28/2013 3:00 PM, Fee = \$0.00

APRIL 29, + MAY 6, 2013

2. On one day during the weeks of _____ and _____, respectively,

Lower Gwynedd Township shall cause to be published the Public Notice in the form attached as Exhibit "A" in the Montgomery County Law Reporter and the Times Herald. This Public Notice shall appear at least seven (7) days apart and the second notice shall be no less than seven (7) days prior to the hearing date set above.

MAY 6, 2013

3. Beginning on _____, Lower Gwynedd Township shall cause to be

posted on the homepage of the Lower Gwynedd Township website the following documents: (a) the Public Notice in the form attached as Exhibit "A", (b) this Order, and (c) the fully executed Settlement Agreement. These shall remain on the website until at least the day after the hearing.

Prior to the hearing, NHS shall reimburse Lower Gwynedd Township 50% of the documented cost of the printing, mailing, and publication required by (1) and (2).

At the hearing, Lower Gwynedd Township shall submit an affidavit of compliance with (1) – (3) above, including proof of publication in accord with the requirements of paragraph (2) above.

BY THE COURT:

Bernard A. Moore
J.

Case# 2010-36184-30 Received at Montgomery County Prothonotary on 03/28/2013 3:00 PM, Fee = \$0.00.

THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NHS HUMAN SERVICES, INC.

Civil Action No. 11-2074

v.

LOWER GWYNEDD TOWNSHIP,
LOWER GWYNEDD TOWNSHIP
ZONING HEARING BOARD,
FRANCIS VITETTA,
CARY LEVINSON, and
DENNIS DALY

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this 28th day of February, 2013 by and among NHS Human Services, Inc. ("NHS" or "Plaintiff") and Lower Gwynedd Township, Lower Gwynedd Township Zoning Hearing Board ("ZHB"), Francis Vitetta, Cary Levinson and Dennis Daly ("Defendants").

WHEREAS, Plaintiff filed an application to the Zoning Hearing Board for a special exception to use a single family dwelling at 761 Tennis Avenue in Lower Gwynedd Township as a Group Home for individuals with Intellectual Development Disability; and

WHEREAS, following hearings conducted by the ZHB and upon consideration of submissions and arguments to the ZHB by various parties, the ZHB, on November 11, 2010, denied Plaintiff's application; and

WHEREAS, Plaintiff filed an appeal from the decision of the Zoning Hearing Board, which appeal is presently pending in the Court of Common Pleas of Montgomery County as of Civil Action No.: 10-36184 and captioned:

In Re: Appeal of Northwestern Human Services from the
Decision Dated November 11, 2010 of the Zoning Hearing
Board of the Township of Lower Gwynedd;
(hereinafter "zoning dispute") and

WHEREAS, Plaintiff filed a complaint claiming, among other things, violation of Plaintiff's rights under the Fair Housing Act, the Rehabilitation Act, the Americans with

Disabilities Act and the Equal Protection provisions of the U.S. and Pennsylvania Constitutions against Defendants in the above captioned action; (hereinafter "federal action") and

WHEREAS, the Plaintiff and Defendants have reached a settlement of both Actions and wish to memorialize it.

NOW, THEREFORE, with the intent to be legally bound hereby, the Plaintiff and Defendants hereby agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference.

2. Dismissal of Federal Court Action.

Plaintiff agrees that, following the tender of the settlement payment by Defendants as set forth in paragraph 7 below, it will request the Court to issue an order pursuant to Local Rule 41.1(b) dismissing this Action with prejudice.

3. Dismissal of State Court Zoning Appeal.

Plaintiff agrees that it will, following the issuance of an occupancy permit for 761 Tennis Avenue, file an appropriate praecipe to discontinue the zoning appeal presently pending in the Court of Common Pleas of Montgomery County, as of Civil Action No.: 10-36184.

4. Board of Supervisors' Action on this Agreement.

The parties hereto acknowledge and agree that the terms and conditions of this Agreement can only be approved by and therefore be binding on the Township at a public meeting of the Board of Supervisors and that a resolution to approve this settlement agreement and release will be placed on the Board's agenda of a public

meeting for consideration and action by the Board at the earliest possible date consistent with Township ordinance and other applicable laws and statute.

5. No Admission of Liability.

It is further agreed that this Agreement is the result of a negotiated settlement between the parties and is not to be considered or construed as an admission of liability.

6. Use of 761 Tennis Avenue as a Group Home Subject to Conditions.

The parties hereto agree that Plaintiff, as consideration for the General Release set forth in paragraph 10 below, will be permitted to freely use and enjoy the property located at 761 Tennis Avenue, Lower Gwynedd Township as a Group Home subject to and in accordance with the "Conditions for Use of Home" set forth in Exhibit "A" attached hereto.

7. Settlement Payment.

Defendants hereby agree that they will, as further consideration for the General Release set forth in paragraph 10 below, pay to Plaintiff the sum of Sixty Thousand Dollars (\$60,000.00) (the "settlement payment") within twenty (20) days after issuance of a certificate of occupancy for a Group Home at 761 Tennis Avenue by the Township.

8. Further Cooperation Between Parties.

The parties hereto further agree that they will work together in a cooperative fashion to effectuate the purposes of this agreement, including Plaintiff's use of the property at 761 as a Group Home, and the filing of applications for appropriate governmental approvals and the issuance of permits in a reasonable and timely manner upon compliance with applicable Township ordinances and other applicable laws and statutes. Upon the execution of the Agreement, Plaintiff shall be permitted to apply for

any and all permits needed to effect repairs on the property and obtain the necessary Certificate of Occupancy, which shall not be unreasonably withheld by the Township.

9. Township Inspections.

In the event that inspections of the Home are required and/or conducted before or after the issuance of necessary Township permits, the Township agrees that it shall inspect the Home in good faith and in accordance with applicable law. Such inspections shall occur within a reasonable time.

10. Release of Defendants.

In consideration for the Township's Agreement to permit the use of 761 Tennis Avenue as a Group Home, the settlement payment to be made by the Township and other good and valuable consideration, the receipt of which is hereby acknowledged, the Plaintiff, for itself, its successors, heirs and assigns, its affiliates, subsidiaries, predecessors, its officers, directors, agents, parties, shareholders, employees and assigns, hereby releases the Defendants, of and from any and all claims, liabilities, damages, relief, assessments, judgments and lawsuits whatsoever that Plaintiff may currently have, could have had or may in the future have against the Defendants arising out of the zoning dispute and related federal action, including any claims for attorneys fees and costs from the beginning of time to the date of these presents, except for any claims, petitions, liabilities and lawsuits that may arise from the parties' performance under this agreement.

11. Court Approval.

The parties agree that, upon execution of this Agreement by all signatories, Plaintiff and Defendants shall jointly file an Application for Public Hearing and Approval ("Application") with the state court (as part of the lawsuit at No. 10-36184, Montgomery

County, Pennsylvania) attaching a copy of this Agreement. The Application shall request the state court to direct the type of notice required before the public hearing and that the state court enter an Order (i) approving this Agreement and (ii) of Discontinuance with Prejudice as to the signatories of this Agreement of the claims against them subject only to the Court's retaining jurisdiction over all Parties hereto to enable the Court to enforce the settlement provisions of the Agreement as provided in the Agreement.

In the event the state court does not so approve this Agreement, and the discontinuance with prejudice as to the signatories of this Agreement, this Agreement shall become null and void ab initio. All funds paid shall be returned to the paying party.

12. Retention of Jurisdiction by the Court and Resolution of Disputes.

The United States District Court for the Eastern District of Pennsylvania, through United States District Court Judge Gene E.K. Pratter, shall retain jurisdiction over the Action until the date on which the Township tenders the settlement payment to the Plaintiff, in order to resolve any disputes arising between the parties about, concerning, related to or arising from this Agreement.

13. Entire Agreement.

This Agreement is the full and integrated agreement between the Plaintiff and the Defendants concerning the subject matter hereof, and any changes, additions, deletions or amendments thereto shall be made in writing and signed by the party charged therewith, and no alleged oral changes, additions, deletions or amendments to this agreement shall be enforceable.

14. Governing Law.

This Agreement shall be governed by Pennsylvania law, without regard to the conflicts of laws principles.

15. Notices.

All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carriers guaranteeing next day delivery, addressed as follows:

If to NHS, addressed as follows:

Terrence McNelis,
Senior Vice President & Corporate Director
for Intellectual & Disability Services
NHS Human Services
906 Bethlehem Pike
Erdenheim, PA 19038

with a copy addressed to:

Patrick G. Murphy, Esquire
350 Sentry Parkway, Building 640, Suite 100
Blue Bell, PA 19422

and

Joseph T. Kelley, III, Esquire
General Counsel
NHS Human Services
620 Germantown Pike
Lafayette Hill, PA 19422

If to the Township, the ZHB, Francis Vitetta, Cary Levinson or Dennis Daly,
addressed as follows:

Lower Gwynedd Township
P.O. Box 625
Spring House, PA 19477
Attention: Township Manager

with a copy addressed to:

Harry G. Mahoney, Esquire
Deasey, Mahoney, Valentini & North, Ltd.
1601 Market Street, Suite 3400
Philadelphia, PA 19103

and

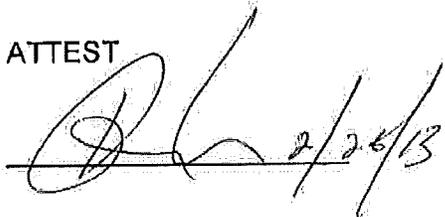
James J. Garrity, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422

16. Counterparts.

The parties hereto agree that this Settlement Agreement and Release may be executed in counterparts.

IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the parties to this Agreement, or such parties' authorized representatives, have set their hands and seals on the date indicated below:

ATTEST


2/26/13

SECRETARY

WITNESS

NHS HUMAN SERVICES, INC.

By: 
Date: 02/26/2013

LOWER GWYNEDD TOWNSHIP

By: _____
KATHLEEN HUNSICKER, Date:
CHAIRPERSON,
BOARD OF SUPERVISORS

LOWER GWYNEDD TOWNSHIP
ZONING HEARING BOARD

By: _____
FRANCIS VITETTA, Date:
CHAIRMAN

Harry G. Mahoney, Esquire
Deasey, Mahoney, Valentini & North, Ltd.
1601 Market Street, Suite 3400
Philadelphia, PA 19103

and

James J. Garrity, Esquire
Wisler Pearlstein, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422

16. Counterparts.

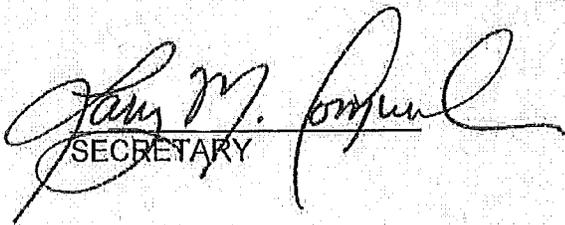
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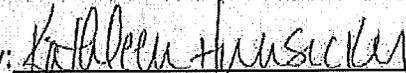
IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the parties to this Agreement, or such parties' authorized representatives, have set their hands and seals on the date indicated below:

ATTEST

NHS HUMAN SERVICES, INC.

By: _____ Date: _____


SECRETARY

LOWER GWYNEDD TOWNSHIP
By: 
KATHLEEN HUNSICKER, Date: _____
CHAIRPERSON,
BOARD OF SUPERVISORS

WITNESS

LOWER GWYNEDD TOWNSHIP
ZONING HEARING BOARD



By:  2/22/13
FRANCIS VITETTA, Date: _____
CHAIRMAN

WITNESS

[Handwritten Signature]

WITNESS

[Handwritten Signature]

WITNESS

[Handwritten Signature]

Francis Vitetta 2/22/13
FRANCIS VITETTA Date:

Cary D. Levinson 2/26/13
CARY LEVINSON Date:

Dennis Daly 2/28/13
DENNIS DALY Date:

EXHIBIT "A"

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**CONDITIONS FOR USE OF HOME
721 TENNIS AVENUE**

1. NHS agrees that the residents of the Home will be individuals with a primary diagnosis of Intellectual Development Disability ("DD"). NHS also agrees that persons with known history(ies) of sex offenses, child abuse, spousal abuse and/or ongoing violent behavior shall not be permitted as residents of the Home. The Home will not be used for either drug or alcohol rehabilitation or as a halfway house.

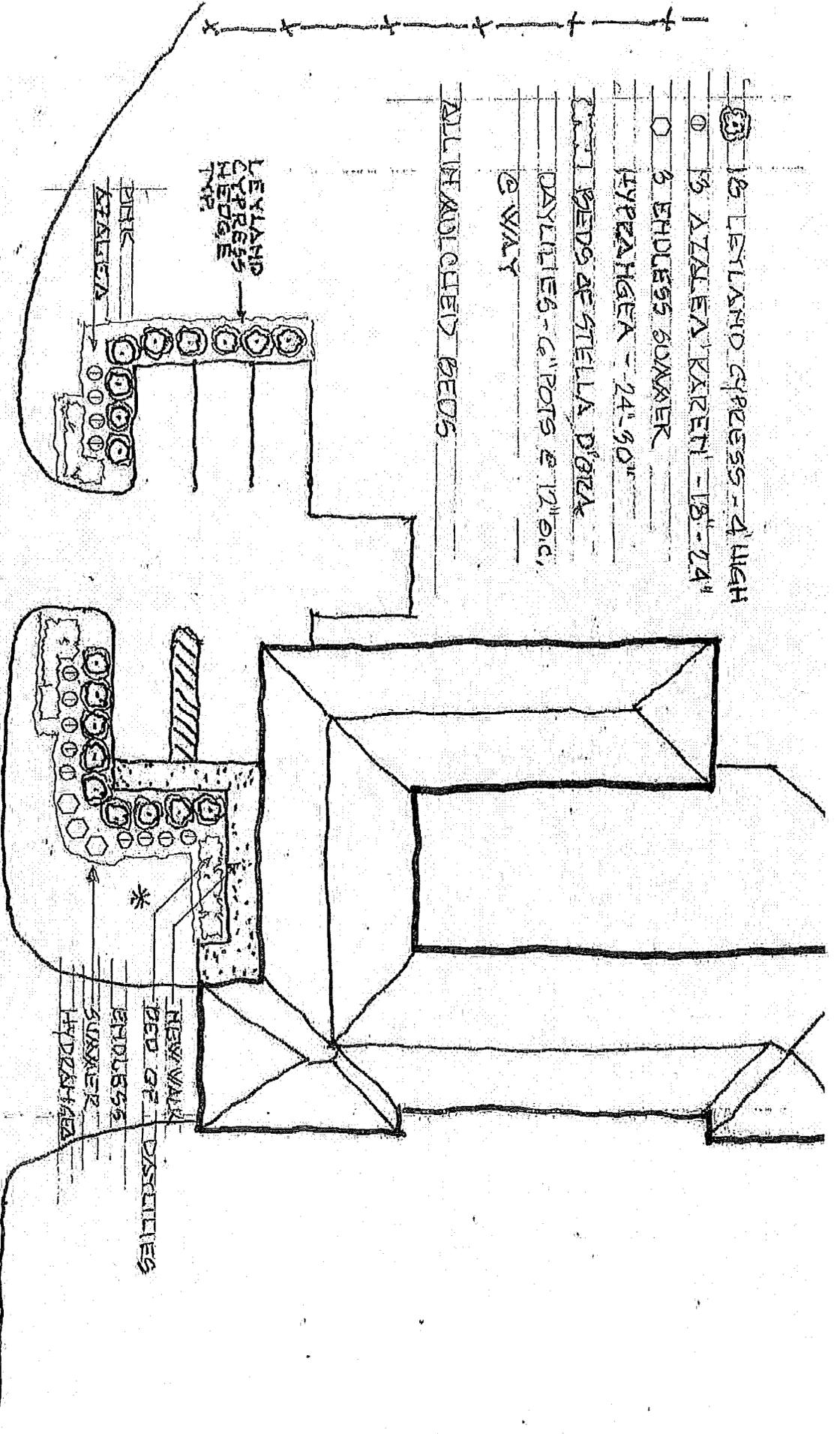
2. NHS agrees that there shall be no more than four (4) residents and one (1) house parent living at the Home at any time.

3. NHS agrees to provide the neighboring property owners and the Township with the names and contact information of the house parent, supervisor and regional director for the Home, and NHS shall be obligated to inform such property owners and the Township of any change in this information.

4. NHS agrees to install landscape buffering and additional parking on the property in accordance with the drawing and specifications attached hereto as Exhibit "1".

5. No overnight guests at the Home will be permitted without the approval of NHS.

EXHIBIT "1"



REVISED PARKING PLAN
 1" = 20'-0"