

Agenda

Township of Marple – Board of Commissioners – Michael Molinaro, President
Regular Meeting – April 7, 2014 – 7:00 pm

1. Call to Order

2. Pledge of Allegiance

3. Roll Call – Commissioners & Staff

◆ **Executive Session** – held at 6 PM prior to the meeting to discuss Litigation and Personnel

4. Proclamation – Arbor Day Celebration - April 25, 2014

5. Public Forum

6. Staff Reports

- Public Works
- Code Enforcement
- Engineering
- Finance
- Police
- Administration
- Planning and Development

7. Board Minutes - Regular Meeting – March 10, 2014

8. Disbursement Report and Check Register #2014-4

9. Permission to advertise proposed ordinance – Swimming Pool Water Discharge Amendment

10. Advertising Signage Request – Broomall Rotary's Junior Olympics

11. Directional Signage Request – Marple Township Ambulance Corp

12. Resolution No.'s - PennDot Traffic Signal Approval Applications for Traffic Signal s along the West Chester Pike Corridor

- Resolution No. 3434 - West Chester Pike and New Ardmore Avenue Signal
- Resolution No. 3435 - West Chester Pike and I-476 NB Ramps Signal
- Resolution No. 3436 - West Chester Pike and I-476 SB Ramps Signal
- Resolution No. 3437 - West Chester Pike and South Lawrence Road Signal
- Resolution No. 3438 - West Chester Pike and Langford Run Road intersection

- 13. Memorandum of Understanding between PennDot and Marple & Springfield Townships for the Sproul Road (SR320) Regional Traffic Signal Retiming Initiative Project.**
- 14. Joint Sproul Road Transportation Planning Study – Pennoni Associates**
- 15. Resolution No. 3439 - Participation in the DVRPC's Transportation and Community Development Initiative (TCDI) Grant Program.**
- 16. Resolution No. 3440 – Department of Conservation and Natural Resources Grant Application for Veterans Memorial Park Master Plan Update.**
- 17. Fire Escrow Release Fianl – Fabrizio,128 Beechtree Drive**
- 18. Resolution No. 3441 – 2014 Supplemental County Aid Application – PAT Program for Pothole Repairs**
- 19. Site Capacity Study for Archdiocese of Philadelphia Property (Don Guanella Village), 1971 Sproul Road– Pennoni Associates.**
- 20. Authorization to Purchase – Replacement Ball Field Bleachers**
- 21. Township Cash Management/Banking Agreement – TD Bank**
- 22. PHCC Clubhouse Roof Specification and Building Façade Repair/ Replacement Design – Linn Architects**
- 23. Escrow Release #19 Phase I and Escrow Release #14 Phase II – Ravenscliff Subdivision**
- 24. Del. Co. Schools Joint Purchasing Fuel 2014-2015 Fuel Bid**
- 25. Other Business**
 - Proposed Ordinance - Responsible Contractor Policy**
- 26. Adjourn**

Proclamation



WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of Marple Township does hereby proclaim April 25, 2014 as Arbor Day in Marple Township, Delaware County, Pennsylvania and support efforts to protect our trees and woodlands, and

BE IT FURTHER PROCLAIMED, the Township Commissioners, and the Tree Commission will plant a tree and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

PROCLAIMED, this 7th day of April, 2014.

TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS

By: _____
Michael K. Molinaro, President
Board of Commissioners

ATTEST: _____
Sharon L. Angelaccio
Township Secretary

ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 269, SWIMMING POOLS, SECTION 269-10M, RULES OF OPERATION, TO PROHIBIT THE WATER FROM ANY SWIMMING POOL TO BE DISCHARGED INTO THE SANITARY OR STORM SEWER, RIGHT-OF-WAY OF ANY STREET, STREAM, DRAINAGE DITCH OR UNTO ADJOINING PROPERTIES .

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania:

SECTION 1. That Chapter 269, Section 269-10M be amended to read as follows:

- C. The discharge of water from any pool, including pool backwash water and pool cleaning waste water, is not permitted to be discharged into any Township sanitary or storm sewer, street right-of-way, stream, drainage ditch, creek, pond, waterway or onto any adjoining property. The emptying or discharge of water from any pool shall be carried out in such a manner as not to create either a health hazard or nuisance to the pool owners, adjoining property owners or the Township.

SECTION 2. Any Ordinance or part of an Ordinance to the extent it is inconsistent herewith is repealed.

ENACTED AND ORDAINED by the Board of Commissioners of the Township of Marple this 12th day of May 2014.

TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS

By: _____
Michael K. Molinaro, President
Board of Commissioners

Attest: _____
Sharon L. Angelaccio
Township Secretary

Come and Celebrate Our Tenth Anniversary Year



For Children Ages 3 – 10

Sunday, April 27, 2014

Time: 1:00 PM – 3:00 PM

**Veterans Park / Rotary Field
on Lawrence Road**

**Please bring your children to participate in a 50 yard dash,
broad jump, ball throw and other track & field activities.**

Come and enjoy a wonderful family afternoon.

**Free Participation
Awards for Children
Complimentary Refreshments**

Sign up begins at 12:30 PM

For more information please call Bill Buchanan at 610-325-4868

Anthony Hamaday

From: Price, Maria [mprice@marpleems.com]
Sent: Wednesday, February 19, 2014 10:02 PM
To: Anthony Hamaday
Subject: Marple Ambulance Corps Sign

Hi Tony,

We are interested in placing a Marple Township Ambulance Corps sign at Reed and Parkway. Similar to the ones that are currently located there for Kehler's Gym and District Court. We hold monthly community CPR classes each month and we believe this will be helpful in residents locating our station.

Do you know how I would go about this or can you direct me to the person who handles this, so that I could discuss further?

Thanks,
Maria

--
Maria Price
President
Marple Township EMS

PO Box 172
610 Parkway Drive
Broomall, PA 19008
610-356-1639 - Station
610-633-1632 - Cell
610-356-9502 - Fax
www.marpleems.com

"EMS...one mission...one team"

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Board of Commissioners

Michael K. Molinaro, President
John J. Lucas, Vice President
Joseph A. Rufo
Jan G. Ceton
Robert Fortebuono
John R. Longacre, II
Daniel D. Leefson

Anthony T. Hamaday
Township Manager

Sharon L. Angelaccio
Township Secretary

J. Adam Matlawski, Esq.
Township Solicitor



227 South Sproul Road
Broomall, PA 19008-2397
www.marpletwp.com

John P. Capuzzi, Jr.
Treasurer

Kathleen M. Yanoshak
Controller

Edward E. O'Lone, CPA
Director of Finance

Joseph C. Romano
Director of Code Enforcement

Edward T. Cross
Director of Public Works

Joseph A. Mastronardo, P.E.
Township Engineer

Jan G. Ceton
Emergency Management Coordinator

March 14, 2014

MRPL 0107

Anthony Hamaday, Township Manager
Marple Township
227 S. Sproul Road
Broomall, PA 19008

**RE: Marple Associates
West Chester Pike Signal Modification – PennDOT TE-160 Resolution**

Dear Mr. Hamaday:

Enclosed please find draft resolutions, permit application plans, and PennDOT TE-160 forms for the following signalized intersections along West Chester Pike submitted in connection with the referenced project:

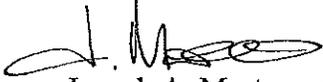
- West Chester Pike (SR 003) & South Lawrence Road
- West Chester Pike (SR 003) & I-476 NB Ramps
- West Chester Pike (SR 003) & I-476 SB Ramps
- West Chester Pike (SR 003) & New Ardmore Avenue
- West Chester Pike (SR 003) & Langford Run Road

Marple Associates has obtained conditional approval from PennDOT to modify existing signalized intersections and construct a new signal maintained by Marple Township. The forms need to be completed and signed (page 2) and resolutions passed at a public meeting to indicate acceptance by the Township to operate and maintain the new and modified signal system.

Marple Associates requests that the resolution be placed on the Agenda for the April Board of Commissioners meeting.

If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,



Joseph A. Mastronardo, PE
Project Engineer
PENNONI ASSOCIATES INC.
Township Engineers

JAM/epj

cc: Adam Matlawski, Esq., Township Solicitor
Dean Kaiser PE, Orth-Rodgers & Associates, Inc.

RESOLUTION

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

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Township of Marple
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Anthony Hamaday,
(Name)

Township Manager
(Official Title)

of the Marple Township Board of Commissioners, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

Board of Commissioners, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County: DELAWAREEngineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Anthony HamadayTitle : ManagerMunicipal Name : TOWNSHIP OF MARPLEMunicipal Address : 227 South Sproul Road, Broomall, Pennsylvania 19008-2397Municipal Phone Number : 610-356-4040

Alternative Phone Number : _____

E-mail Address : ahamaday@marpletwp.comMunicipal Hours of Operation : Mon - Fri, 8:30 AM - 5:00 PM

B - Application Description

Location (*intersection*) : WEST CHESTER PIKE (SR 003) & NEW ARDMORE AVENUETraffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-0002Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B) Other : _____Is Traffic Signal part of a system? : YES NOSystem Number (*if applicable*) : I-0097

If YES, provide locations of all signalized intersections in system.

Mallin Road, Sproul Road (SR 0320), Church Rd/Berkley Rd, I-476 SB Ramps, I-476 NB Ramps, South Lawrence Road

Explain the proposed improvements :

Signalize existing unsignalized intersection at Langford Run Road, provide median opening, provide traffic adaptive system along corridorAssociated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 42543

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor Other : _____Maintenance and Operations Contact Name : Andrew LynchCompany/Organization : Twp Public WorksPhone # : 610.356.4040

Alternative Phone # : _____

E-mail : _____

D - Attachments Listing

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

Application for Traffic Signal Approval



County : DELAWARE
 Engineering District : 6-0
 Department Tracking # : _____
 Initial Submission Date : _____

Please Type or Print all Information in Blue or Black Ink

E - Applicant (Municipal) Certification

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

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

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

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

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

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

The applicant agrees to comply with the attached Exhibits:

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

Printed Municipal Contact Name : _____ Date : _____
 Signed By : _____ Witness or Attest : _____
 Title of Signatory : _____ Title of Witness or Attester: _____

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



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

Preventive Maintenance

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

Response Maintenance

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

Response Maintenance Schedule

KNOCKDOWNS

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

TYPE OF REPAIR PERMITTED

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

EQUIPMENT FAILURE

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**County: DELAWAREEngineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

Recordkeeping

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

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

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

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

**Exhibit "C":
Signal Maintenance Organization**County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

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

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

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

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

Training

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

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : DELAWARE

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Anthony Hamaday

Title : Manager

Municipal Name : TOWNSHIP OF MARPLE

Municipal Address : 227 South Sproul Road, Broomall, Pennsylvania 19008-2397

Municipal Phone Number : 610-356-4040

Alternative Phone Number : _____

E-mail Address : ahamaday@marpletwp.com

Municipal Hours of Operation : Mon - Fri, 8:30 AM - 5:00 PM

B - Application Description

Location (*intersection*) : WEST CHESTER PIKE (SR 003) & I-476 NB RAMPSTraffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-2419Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B) Other : _____Is Traffic Signal part of a system? : YES NOSystem Number (*if applicable*) : I-0097

If YES, provide locations of all signalized intersections in system.

Malin Road, Sproul Road (SR 0320), Church Rd/Berkley Rd, I-476 SB Ramps, I-476 NB Ramps, South Lawrence Road

Explain the proposed improvements :

Signalize existing unsignalized intersection at Langford Run Road, provide median opening, provide traffic adaptive system along corridor

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 42543

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor Other : _____

Maintenance and Operations Contact Name : Andrew Lynch

Company/Organization : Twp Public Works

Phone # : 610.356.4040

Alternative Phone # : _____

E-mail : _____

D - Attachments Listing

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

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County: DELAWARE
Engineering District: 6-0
Department Tracking #: _____
Initial Submission Date: _____

E - Applicant (Municipal) Certification

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

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

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

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

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

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

The applicant agrees to comply with the attached Exhibits:

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

Printed Municipal Contact Name : _____ Date : _____

Signed By : _____ Witness or Attest : _____

Title of Signatory : _____ Title of Witness or Attester: _____

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



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

Preventive Maintenance

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

Response Maintenance

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

Response Maintenance Schedule

KNOCKDOWNS

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

TYPE OF REPAIR PERMITTED

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

EQUIPMENT FAILURE

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**



County :DELAWARE

Engineering District :6-0

Department Tracking # :

Initial Submission Date :

Recordkeeping

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

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

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

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

**Exhibit "C":
Signal Maintenance Organization**County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

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

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

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

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

Training

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

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

RESOLUTION

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Marple, Delaware County, and it
(Name of MUNICIPALITY)

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Township of Marple
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Anthony Hamaday,
(Name)

Township Manager
(Official Title)

of the Marple Township Board of Commissioners, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

Board of Commissioners, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Anthony HamadayTitle : ManagerMunicipal Name : TOWNSHIP OF MARPLEMunicipal Address : 227 South Sproul Road, Broomall, Pennsylvania 19008-2397Municipal Phone Number : 610-356-4040

Alternative Phone Number : _____

E-mail Address : ahamaday@marpletwp.comMunicipal Hours of Operation : Mon - Fri, 8:30 AM - 5:00 PM

B - Application Description

Location (*intersection*) : WEST CHESTER PIKE (SR 003) & I-476 SB RAMPSTraffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-2418Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B) Other : _____Is Traffic Signal part of a system? : YES NOSystem Number (*if applicable*) : I-0097

If YES, provide locations of all signalized intersections in system.

Malin Road, Sproul Road (SR 0320), Church Rd/Berkley Rd, I-476 SB Ramps, I-476 NB Ramps, South Lawrence Road

Explain the proposed improvements :

Signalize existing unsignalized intersection at Langford Run Road, provide median opening, provide traffic adaptive system along corridorAssociated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 42543

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor Other : _____Maintenance and Operations Contact Name : Andrew LynchCompany/Organization : Twp Public WorksPhone # : 610.356.4040

Alternative Phone # : _____

E-mail : _____

D - Attachments Listing

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

Application for Traffic Signal Approval



County : DELAWARE
Engineering District : 6-0
Department Tracking # : _____
Initial Submission Date : _____

Please Type or Print all Information in Blue or Black Ink

E - Applicant (Municipal) Certification

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

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

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

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

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

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

The applicant agrees to comply with the attached Exhibits:

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

Printed Municipal Contact Name : _____ Date : _____

Signed By : _____ Witness or Attest : _____

Title of Signatory : _____ Title of Witness or Attester: _____

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



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

Preventive Maintenance

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

Response Maintenance

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

**Exhibit "B":
Recordkeeping**County: DELAWAREEngineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

Recordkeeping

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

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

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

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

**Exhibit "C":
Signal Maintenance Organization**County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

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

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

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

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

Training

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

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

RESOLUTION

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

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Township of Marple
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Anthony Hamaday,
(Name)

Township Manager
(Official Title)

of the Marple Township Board of Commissioners, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

Board of Commissioners, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Anthony HamadayTitle : ManagerMunicipal Name : TOWNSHIP OF MARPLEMunicipal Address : 227 South Sproul Road, Broomall, Pennsylvania 19008-2397Municipal Phone Number : 610-356-4040

Alternative Phone Number : _____

E-mail Address : ahamaday@marpletwp.comMunicipal Hours of Operation : Mon - Fri, 8:30 AM - 5:00 PM

B - Application Description

Location (*intersection*) : WEST CHESTER PIKE (SR 003) & SOUTH LAWRENCE ROADTraffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-0827Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B) Other : _____Is Traffic Signal part of a system? : YES NOSystem Number (*if applicable*) : 1-0097

If YES, provide locations of all signalized intersections in system.

Malin Road, Sproul Road (SR 0320), Church Rd/Berkley Rd, I-476 SB Ramps, I-476 NB Ramps, South Lawrence Road

Explain the proposed improvements :

Signalize existing unsignalized intersection at Langford Run Road, provide median opening, provide traffic adaptive system along corridorAssociated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 42543

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor Other : _____Maintenance and Operations Contact Name : Andrew LynchCompany/Organization : Twp Public WorksPhone # : 610.356.4040

Alternative Phone # : _____

E-mail : _____

D - Attachments Listing

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

Application for Traffic Signal Approval



County : DELAWARE

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Please Type or Print all information in Blue or Black Ink

E - Applicant (Municipal) Certification

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

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

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

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

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

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

The applicant agrees to comply with the attached Exhibits:

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

Printed Municipal Contact Name : _____

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : _____

Title of Witness or Attester: _____

Exhibit "A":
Preventative and Response Maintenance
Requirements



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

Preventive Maintenance

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

Response Maintenance

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

**Exhibit "B":
Recordkeeping**County: DELAWAREEngineering District: 6-0

Department Tracking #: _____

Initial Submission Date: _____

Recordkeeping

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

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

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

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

**Exhibit "C":
Signal Maintenance Organization**

County : DELAWARE

Engineering District : 6-0

Department Tracking # :

Initial Submission Date :

Personnel Classifications

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

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

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

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

Training

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

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

RESOLUTION

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

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

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Township of Marple
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Anthony Hamaday,
(Name)

Township Manager
(Official Title)

of the Marple Township Board of Commissioners, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

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

Board of Commissioners, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Anthony HamadayTitle : ManagerMunicipal Name : TOWNSHIP OF MARPLEMunicipal Address : 227 South Sproul Road, Broomall, Pennsylvania 19008-2397Municipal Phone Number : 610-356-4040

Alternative Phone Number : _____

E-mail Address : ahamaday@marpletwp.comMunicipal Hours of Operation : Mon - Fri, 8:30 AM - 5:00 PM

B - Application Description

Location (*intersection*) : WEST CHESTER PIKE (SR 003) & LANGFORD RUN ROADTraffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : _____Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B) Other : _____Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : I-0097

If YES, provide locations of all signalized intersections in system.

Malin Road, Sproul Road (SR 0320), Church Rd/Berkley Rd, I-476 SB Ramps, I-476 NB Ramps, South Lawrence Road

Explain the proposed improvements :

Signalize existing unsignalized intersection, provide median opening, provide traffic adaptive system along corridorAssociated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : 42543

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor Other : _____Maintenance and Operations Contact Name : Andrew LynchCompany/Organization : Twp Public WorksPhone # : 610.356.4040

Alternative Phone # : _____

E-mail : _____

D - Attachments Listing

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

Application for Traffic Signal Approval



County : DELAWARE
 Engineering District : 6-0
 Department Tracking # : _____
 Initial Submission Date : _____

Please Type or Print all information in Blue or Black Ink

E - Applicant (Municipal) Certification

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

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

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

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

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

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

The applicant agrees to comply with the attached Exhibits:

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

Printed Municipal Contact Name : _____ Date : _____
 Signed By : _____ Witness or Attest : _____
 Title of Signatory : _____ Title of Witness or Attester: _____

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



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

Preventive Maintenance

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

Response Maintenance

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

FINAL REPAIR:

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

EMERGENCY REPAIR:

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

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm
 Support - Strain pole
 Span wire/tether wire
 Pedestal
 Cabinet
 Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
 Emergency or Final
 Final Only
 Emergency or Final
 Emergency or Final
 Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
 Local controller
 Master controller
 Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
 Detector amplifier
 Conflict monitor
 Flasher
 Time clock
 Load switch/relay
 Coordination unit
 Communication interface, mode
 Signal cable
 Traffic Signal Communications
 Traffic Signal Systems

Final Only
 Emergency or Final
 Final Only
 Final Only
 Emergency or Final
 Final Only
 Emergency or Final
 Emergency or Final
 Final Only
 Final Only
 Final Only

**Exhibit "B":
Recordkeeping**

County :DELAWARE

Engineering District :6-0

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

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

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

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

FORM 1 - Master Intersection Record

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

FORM 2 - Response Maintenance Record

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

FORM 3 - Preventive Maintenance Record

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

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

**Exhibit "C":
Signal Maintenance Organization**County : DELAWAREEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

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

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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Marple Township
Springfield Township
(MUNICIPALITIES)

And

Pennsylvania Department of Transportation, Engineering District 6-0

Date

WHEREAS, the Pennsylvania Department of Transportation (DEPARTMENT) and the MUNICIPALITIES share a common interest in facilitating the safe and efficient management of traffic flow along state and locally-owned roadways along the SR 0320 corridor (Sproul Road) in both Marple Township and Springfield Township as well as a portion of the US Route 1 (SR 0001) (State Road) corridor in Springfield Township, (ROUTES), including the signalized intersections therein, as listed in the District 6-0 Regional Signal Retiming Initiative Concept of Operations (ConOps) day-to-day operations; and

WHEREAS, the DEPARTMENT, Delaware County Planning Department, the Delaware Valley Regional Planning Commission (DVRPC) and Marple Township and Springfield Township (MUNICIPALITIES) have partnered to develop a regional traffic signal retiming initiative project; and,

WHEREAS, the SR 0320 and SR 0001 (ROUTES) District 6-0 Regional Signal Retiming Initiative ConOps sets forth roles, responsibilities, and procedures to improve the management of traffic operations; and

WHEREAS, the District 6-0 Regional Signal Retiming Initiative ConOps establishes procedures to improve, implement, and manage day-to-day traffic signal operations on SR 0320 and SR 00010 (ROUTES);

NOW, THEREFORE, the DEPARTMENT and MUNICIPALITIES will follow the roles, responsibilities, and procedures specified in the District 6-0 Regional Signal Retiming Initiative ConOps, attached to the Memorandum.

I. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatories.
- B. The ConOps which this Memorandum implements may be amended or modified at any time upon the written consent of the parties.
- C. In case all municipalities along the SR 0320 and SR 0001 Corridors (ROUTES) do not agree to execute a memorandum with the DEPARTMENT, the DEPARTMENT and MUNICIPALITIES will mutually decide in writing whether to follow the roles, responsibilities, and procedures set forth in the ConOps or terminate the Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this _____ day of _____, 2014, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

SIGNATURE PAGE: MARPLE TOWNSHIP

PennDOT District 6-0 Executive

Anthony Hamaday
Marple Township Manager

SIGNATURE PAGE: SPRINGFIELD TOWNSHIP

PennDOT District 6-0 Executive

J. Lee Fulton
Springfield Township Manager

District 6-0 Regional Signal Retiming Initiative Concept of Operations SR 0320 / SR 0-01

1 Scope

The purpose of this document is to enable implementation of signal retiming and related improvements to designated District 6-0 corridors. These improvements are designed to enhance mobility through key corridors identified by PennDOT, DVRPC, Chester County Planning Commission and the Regional Transportation Operations Master Plan. All signal retiming and related work at selected intersections on SR 0320 and SR 0001 will be completed as described in this ConOps.

This Concept of Operations (ConOps) documents procedures to implement traffic signal timings on SR 0320 and SR 0001 during day-to-day operations including specific signal timing programs for peak hour, weekend, event, and emergency operations. Specifically, it documents roles, responsibilities, and procedures, as agreed to by all parties, to facilitate the PennDOT Regional Signal Retiming Initiative (RSRI) project.

Initial focus will be on implementing signal timing changes for day-to-day operations. Enhancements to this ConOps, including more robust operational procedures and other types of emergency situations, may be implemented as surveillance coverage expands and additional signals are brought under PennDOT control.

2 Referenced Documents

The following documents are referenced as addendums to this ConOps:

- Contact names and phone numbers
- Intersection permit plans (26)
- Traffic Signal System Permit Plan (2)

3 Current Situation

3.1 Background

The Federal Highway Administration (FHWA) recommends that “traffic signal timing should be reviewed every three to five years and more often if there are significant changes in traffic volumes or roadways conditions.”¹ The key corridors to be assessed as part of the Regional Signal Retiming Initiative have

¹ FHWA Traffic Signal Timing Manual. FHWA-HOP-08-024. June 2008.
http://ops.fhwa.dot.gov/publications/fhwahop08024/fhwa_hop_08_024.pdf

been selected due to increased development and demand, changing land use patterns, and/or signal delay across the and the intersection or corridor level.

Recurring traffic congestion on the SR 0320 / SR 0001 corridors is significant and during most peak periods, and volumes have reached a level such that minor incidents can cause considerable additional delay as well as traffic congestion along adjacent roadways, side streets, and shopping center access points. In addition at least portions of SR 0320 and SR 0001 have been designated as primary and/or secondary detour routes in the event of major roadway closures along Interstate 476 as well as US Route 1.

The SR 0320 / SR 0001 project corridors include fifteen (15) signalized intersections in Marple Township and eleven (11) signalized intersections in Springfield Township. The following 26 signals are included within this project:

Marple Township:

*Add
Latches Lane
out
657*

1. Sproul Road (SR 0320) - Marple Road / Church Lane
2. 63-0432 (Sproul Road (SR 0320) - West Chester Pike (SR 0003)
3. 63-1370 Sproul Road (SR 0320) - Springfield Road (SR 1013)
4. 63-0802 (Sproul Road (SR 0320) - Mary Lane / Russel School Driveway
5. 63-0801 (Sproul Road (SR 0320) - New Ardmore Avenue
6. 63-1694 (Sproul Road (SR 0320) - Cedar Grove Road
7. 63-2842 (Sproul Road (SR 0320) - Sproul Road Plaza Drive
8. 63-0418 (Sproul Road (SR 0320) - Paxton Hollow Road (SR 1022)
9. 63-0482 (Sproul Road (SR 0320) - Lawrence Road (SR 1020)
10. Lawrence Road - Parkway Avenue *Runs Free*
11. 63-0479 (Sproul Road (SR 0320) - Williamsburg Drive / Lawrence Park Shopping Center
12. 63-0481 (Sproul Road (SR 0320) - Reed Road
13. 63-390 Sproul Road (SR 0320) - Springfield Road (SR 2009)
14. Springfield Road - Eagle Road
15. 63-0236 Sproul Road (SR 0320) - Old Marple Road (SR 1008)

Springfield Township:

16. 63-0190 Sproul Road (SR 0320) - State Route (SR 0001)
17. State Road (SR 0001) - Collins Drive / Shopping Center
18. State Road (SR 0001) - Meetinghouse Lane
19. State Road (SR 0001) - Springfield Road
20. 63-5019 Sproul Road (SR 0320) - Shopping Center
21. 63-0745 Sproul Road (SR 0320) - Beatty Road (SR 2018) / Woodland Avenue
22. 63-0449 Sproul Road (SR 0320) - Kennerly Road
23. 63-0748 Sproul Road (SR 0320) - Thomson Avenue (SR 2027) / School Drive
24. 63-2634 Sproul Road (SR 0320) - Estate Drive (former Country Club Drive)

- Out* 25.63-1806 Sproul Road (SR 0320) - Springfield Mall Access
OUT 26.63-0739 Sproul Road (SR 0320) / Cedar Lane - Baltimore Pike (SR 2016)

The following traffic signal system permits apply to this project:

1. PennDOT System Permit I-0097 (SR 0003 System Plan)
2. PennDOT System Permit I-0025 (Baltimore Pike System Plan) (SR 2016)

The SR 0320 and SR 0001 corridor signals are controlled by time-of-day operation with a limited number of time-of-day plans. These signals generally use inductive loops (in pavement) for vehicular detection. Pedestrian movements are accommodated via pedestrian pushbuttons and corresponding signal indications.

3.2 Proposed Changes

Under the Regional Signal Retiming Initiative, PennDOT, through staff at the District Traffic Unit and/or a consultant team, will make improvements based on existing traffic data, observed conditions and input from stakeholders, including the involved Municipalities. Prior to initiating the RSRI project, the corridor signals will be subject to a rapid field assessment, in which PennDOT, and/or its consultant team, will verify that signal equipment at involved intersections is operating with no major maintenance, operational, or communication issues. The Municipalities agrees to give PennDOT and its consultant team free access to on-street and off-street (central system) equipment during the retiming effort. Inspection of controller operations will be limited to a visual inspection.

PennDOT, through its consultant team, will perform necessary analysis using existing signal timing plans, traffic modeling files, as well as appropriate data collection. PennDOT, through its consultant team, may conduct manual turning movement counts, automatic (24 hour traffic counts), Bluetooth (MAC address) data monitoring, speed/delay runs on the project corridor and other data collection to facilitate new timing plans. Clearance interval, volume-density and pedestrian intervals will be recalculated and revised as necessary to meet current PennDOT standards. . .

Upon development of new ^{*Preliminary*} timing plans for the corridor, the consultant team shall provide proposed timings to PennDOT District 6-0 and the Municipalities. The proposed timings will not be presented on a formal plan, rather in memorandum format. Proposed clearance intervals and pedestrian timings will comply with PennDOT/FHWA standards. The consultant team will organize a meeting with the Municipalities and PennDOT, and will fully explain the proposed timing plans.

Upon concurrence with the proposed timing plans, they will be implemented by PennDOT through the consultant team. Timing will be implemented at no cost to the Municipalities, and during off peak hours on the corridor (10 AM to 2 PM).

The PennDOT consultant team will notify the Municipalities of the implementation of new timing, and the Municipalities may observe the implementation of new timing plans. After new timings are implemented, PennDOT and the Municipalities will observe and evaluate changes in traffic patterns to determine if further adjustments may be warranted. Additional changes to system timing will most likely be necessary to refine the timing plans. The Municipalities agree to allow implementation of refined timings as necessary to refine system measures of effectiveness. It is expected that the implementation/refinement stage of the process will take no longer than two (2) weeks.

Once a satisfactory retiming solution has developed, PennDOT will submit updated Signal Permit/System Plans to the Municipalities. Municipalities will maintain and operate signals as approved on the Permit/System Plans. PennDOT reserves the right to revisit the project corridor to observe special traffic conditions (for example, Christmas shopping rush) and further refine system timing. The Municipalities agree to allow PennDOT and its consultant team to access corridor controllers, master controllers and system software as necessary to facilitate further system refinements, at any or all times with prior notice to the Municipalities.

3.3 Benefits and Institutional Impacts

Implementation of improved traffic signal timings on SR 0320 / SR 0001 is anticipated to improve overall traffic flow and reduce traffic congestion. Transit vehicles should experience more reliable service, as congestion and delay are minimized. There may be detrimental impacts to side street traffic as the cycle length along SR 0320 / SR 0001 is increased and their percent of green time is diminished. Additional studies may be necessary to evaluate if any side streets are unduly impacted, and adjustments will be made. In addition, pedestrian, clearance interval and volume density timing updates may provide for increased safety on the project corridor

3.4 Changes Considered for Future Enhancements

The following enhancements will be considered when they become feasible:

- Additional Interconnected Intersecting Traffic Signal Corridors – The system may become interconnected with PennDOT's fiber network, and the PennDOT RTMC may become responsible for implementing emergency signal timings.
- SR 0320 / SR 0001 Traffic Monitoring – Priority may be given to funding CCTV surveillance on SR 0320 / SR 0001 and transmitting the video back to PennDOT RTMC.
- Two Phase Emergency Signal Timings – A single emergency signal timing program may be implemented on SR 0320 / SR 0001 to push traffic through

the corridor during an incident on the adjacent highway network. In the future, a two phased approach may be used; implementing both a minor signal timing change along the length of SR 0320 / SR 0001 to help with additional through traffic, and a localized timing plan in the immediate vicinity of an incident that drastically reduces green time to the side streets to move through traffic.

- Adaptive Signal Control – Given the significant influence of retail traffic on the corridor and limited opportunities for capacity expansion projects, the SR 0320 / SR 0001 corridors may be candidates for adaptive control. Funding for adaptive control is not included in this project. The Municipalities, working with the Delaware County Planning Department, Delaware Valley Regional Planning Commission and PennDOT, would likely have to develop a candidate project for the Transportation Improvement Plan (TIP).

4 Signal Retiming Operational Scenario

This section outlines the general procedures that occur when the traffic signal retiming initiative occurs.

1. PennDOT and Municipalities meet to discuss the scope and approach to improve the designated corridor and specified intersections. PennDOT, and/or its consultant team, working with the Municipalities, will verify that the signal equipment is in working order with no major maintenance, operational or communication issues (rapid field assessment). PennDOT, and/or the PennDOT consultant team, will conduct a visual inspection of equipment located in the controller cabinet. If a terminal signal deficiency issue is discovered in the rapid field assessment, for example: detector, controller, or communications failure, the PennDOT team will discontinue the project until the signal equipment has been repaired. If the signal equipment is operational in 30 days, the PennDOT team will continue the retiming effort as described in this ConOps
2. During the rapid field assessment, if other intersection conditions do not comply with the permit plan but do not inhibit the retiming, PennDOT will issue a memorandum listing deficiencies to the respective Municipality(ies). These deficiencies for example may include aged or missing signing and pavement markings, which are to be addressed by the respective Municipality(ies) in accordance with the existing permit plan and/or other existing agreements with PennDOT.
3. Municipalities will agree to maintain existing signal equipment in a state of good repair through the duration of the RSRI, as required in the traffic signal/system permits issued by PennDOT for the signals.

4. PennDOT and/or its consultant team will analyze existing data from the corridor and intersections and develop "before" data and a plan for signal retimings .
5. Prior to the implementation of the new timing the PennDOT consultant team will conduct a meeting with the Municipalities and PennDOT Traffic Unit. . Preliminary timing plans will not be presented on formal plans, but both the Municipality and PennDOT District 6-0 will be fully briefed on the proposed changes. The proposed timing changes will be summarized in a memorandum format, written in layman's terms where possible.
6. The PennDOT consultant team will make signal timing adjustments in the field at no cost to the Municipalities. The timing plans will be implemented during off-peak times on the corridors (10 AM to 2 PM). The Municipal and/or PennDOT computer system may be used for implementation, and the Municipality will be given an opportunity to observe/participate in the implementation. These improvements may include the addition of specific timing plans for peak hour, weekend, school zone, and event operations. Municipalities, PennDOT, and the consultant team will observe traffic conditions after signal timing adjustments and other improvements. Minor adjustments will be identified, implemented and documented via email between the consultant team, Municipalities and PennDOT. PennDOT/Municipal concurrence with the minor adjustments is required prior to finalization of the project. The refinement period is expected to be an iterative process, with the goal of providing optimal signal timing for the corridor. The refinement period is expected to last no more than two (2) weeks.
7. PennDOT, the consultant team and the Municipalities will determine if additional signal retiming adjustments are needed through observation, collection of "after" data, and/or through software modeling. If needed, the PennDOT consultant team will implement signal timing adjustments. If PennDOT is implementing timing, the Municipalities will be made aware of any adjustments via email.
8. Once timing updates are satisfactory to PennDOT, involved Municipalities and the consultant team, the signal permits will be updated according to reflect updated conditions. Field conditions will be documented by memorandum, documenting improvements to measures of effectiveness on the corridor. Municipalities will return to typical operations but will maintain the signal improvements from the Regional Signal Retiming Initiative.
9. The cost of completing the signal timing (design and implementation) is the sole responsibility of PennDOT. Should the project identify improvements to movement, sequence or phasing at intersections

included in the retiming effort requiring modification(s) to existing equipment or requiring the installation of new equipment to be installed, PennDOT will provide said information to the Municipalities. The decision to make the identified improvements and any required equipment modification(s) or installation(s) shall be at the sole discretion of the Permittee. PennDOT will be provided an opportunity to discuss the advantages of the identified improvements. Should the Municipality exercise its sole discretion to implement the identified improvements, the costs identified for the improvement(s) are the sole responsibility of the Municipality. The Municipality shall have a two (2) week window in which to advise PennDOT on implementation of identified improvements requiring capital expense, else the timing plans will be developed assuming existing movements, phasing and intervals. PennDOT will not force any suggested improvements associated with the retiming effort on the Municipality by revising a valid traffic signal permit at a project intersection. In addition, costs associated with permit compliance issues identified by PennDOT during the retiming effort are the sole responsibility of the Municipal Permittee.

The RSRI will commence at the signing of the MOU and will conclude one year following implementation of updated (initial) timing. The Municipalities may forward comments/observations on operation. The Department, may, at its discretion and assuming availability of funds, further study conditions on the corridor to address seasonal variations on the corridor.

5 Concept for Future Operations

After the Regional Signal Retiming Initiative is completed, the traffic signals will operate, under municipal control, as specified in the updated signal and system permits and in accordance with PennDOT Publication 191. Any modifications to signal timings should be approved by PennDOT.

The Municipalities should reassess signal timings at a minimum of every 3 to 5 years as recommended by PennDOT and FHWA. Future retimings are not included as a part of the RSRI.

Major development which influences the corridor should trigger a reassessment of corridor signal timings. This work will be completed by the developer and/or the Municipalities.

**SR 0023/SR 0113/SR 1040 SIGNAL TIMING PROJECT
CONTACT LIST:**

Ashwin B. Patel, P.E.

Traffic Signals and Safety Manager
PA Department of Transportation
Engineering District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406
Phone: 610-205-6567
Fax: 610-205-6598
ashpatel@pa.gov

Paul Lutz

Senior Civil Engineer Supervisor
PA Department of Transportation
Engineering District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406
Phone: 610-205-6565
Fax: 610-205-6598
plutz@pa.gov

Laurie Matkowski

Manager, Office of Transportation Operations Management
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106
Phone: 215-238-2853
Fax: 215-592-9125
lmatkowski@dvrpc.org

Tom Shaffer, AICP

Transportation Planning Manager
Delaware County Planning Department
201 West Front Street
Media, PA 19063
Phone: 610-891-5217
Fax: 610-344-6515
shaffert@co.delaware.pa.us

MARPLE BOROUGH CONTACT INFORMATION:

Anthony Hamaday

Township Manager

27 South Sproul Road

Broomall, Pennsylvania 19008-2397

Phone: 610.356.4040

Fax: 610.356.8751

ahamaday@marpletwp.com

Created: March 24, 2014

Revised: March 24, 2014

SPRINGFIELD TOWNSHIP CONTACT INFORMATION:

J. Lee Fulton

Township Manager

Springfield Township

50 Powell Road

Springfield, PA 19064

Phone: 610-544-1300

Fax: 610-544-3012

lfulton@springfielddelco.org

PENNDOT CONSULTANT TEAM:

Preston W. (Bill) Hitchens
Project Manager
Taylor Wiseman & Taylor
1300 Horizon Drive, Suite 112
Chalfont, PA 18914
Phone: 267-956-1020
Fax: 267-956-1019
Mobile: 856-776-6100
hitchens@taylorwiseman.com

Allie Slizofski, PE, PTOE
ITS Engineer/Principal
Drive Engineering Corporation
595 Skippack Pike, Suite 400
Blue Bell, PA 19422
Phone: 215-367-5535
Fax: 888-544-0270
Mobile: 215-870-6707
allie@driveengineering.com

Board of Commissioners

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 Jan G. Ceton
 Robert Fortebuono
 John R. Longacre, II
 Daniel D. Lecfson

Anthony T. Hamaday
 Township Manager

Sharon L. Angelaccio
 Township Secretary

J. Adam Matlawski, Esq.
 Township Solicitor



227 South Sproul Road
 Broomall, PA 19008-2397
 www.marpletwp.com

John P. Capuzzi, Jr.
 Treasurer

Kathleen M. Yanoshak
 Controller

Edward E. O'Lone, CPA
 Director of Finance

Joseph C. Romano
 Director of Code Enforcement

Edward T. Cross
 Director of Public Works

Joseph A. Mastronardo, P.E.
 Township Engineer

Jan G. Ceton
 Emergency Management Coordinator

MEMORANDUM

TO: Anthony Hamaday, Township Manager
TOWNSHIP OF MARPLE

FROM: Joseph A. Mastronardo, PE, Senior Engineer *JAM/ak*
PENNONI ASSOCIATES INC.
 Township Engineer

DATE: March 10, 2014

**SUBJECT: Sproul Road Transportation Planning Study – Scope and Cost Estimate
 MRPL 0300**

As requested, we are providing a scope and fee for the preparation of a Transportation Planning Study for Sproul Road (Route 320) that will identify capital improvements to the roadway and traffic signal infrastructure to better accommodate present and future traffic through Marple and Springfield Townships. The study will consist of traffic data collection, future traffic growth and development projections, capacity analyses, and improvement recommendations with budgetary cost estimates.

The study area will include the signalized intersections along Sproul Road / Springfield Road from West Chester Pike to Baltimore Pike. This roughly 5.3 mile stretch includes the following signalized intersections:

Marple Township:

1. Springfield Road (SR 1013) & West Chester Pike (SR 0003)
2. Springfield Road (SR 1013) & Latches Lane
3. Springfield Road (SR 1013) & Sproul Road (SR 0320)
4. Sproul Road (SR 0320) & Mary Lane
5. Sproul Road (SR 0320) & New Ardmore Ave
6. Sproul Road (SR 0320) & Cedar Grove Road (SR 1024)
7. Sproul Road (SR 0320) & Sproul Road Plaza
8. Sproul Road (SR 0320) & Paxon Hollow Road (SR 1022)
9. Sproul Road (SR 0320) & Lawrence Road (SR 1020)
10. Sproul Road (SR 0320) & Williamsburg Drive

11. Sproul Road (SR 0320) & Reed Rd
12. Sproul Road (SR 0320) & W. Springfield Road (SR 2009)
13. Sproul Road (SR 0320) & Old Marple Road

Springfield Township:

1. Sproul Road (SR 0320) & State Road (SR 0001)
2. Sproul Road (SR 0320) & Shopping Center Driveway
3. Sproul Road (SR 0320) & Woodland Avenue (SR 0420) / Beatty Road (SR 2018)
4. Sproul Road (SR 0320) & Kennerly Road
5. Sproul Road (SR 0320) & Thomson Avenue (SR 2027)
6. Sproul Road (SR 0320) & Country Club Drive
7. Sproul Road (SR 0320) & Springfield Mall Driveway
8. Sproul Road (SR 0320) & Baltimore Pike (SR 2016)

For the purposes of this project, we will complete the following Scope of Work:

A. Data Collection

1. We will conduct a field inventory of the study area roadways and intersections to identify existing roadway characteristics and deficiencies, including but not limited to, roadway and intersection geometric measurements, cartway widths, inventory of traffic control devices, pedestrian accommodation, sight distance, and physical constraints that may prohibit improvements.
2. We will obtain available roadway/intersection plan information from PennDOT which indicates the location of the legal right-of-way and other pertinent information necessary for the recommendation of improvements.
3. We will conduct continuous Automatic Traffic Recorder (ATR) counts, for at least a seven-day period, to monitor weekly traffic volumes along the corridor at four (4) locations.
4. We will conduct Manual Turning Movement (MTM) counts during the weekday morning and afternoon commuter peak periods (7:00AM – 9:00AM and 4:00PM to 6:00PM) at the study intersections.
5. We will inventory accidents at the 21 study area intersections and along the study corridor using PennDOT accident reports for the most recent past three years. We will also request information from the Marple and Springfield Police Departments to supplement this information. From this data, we will identify deficiencies at each intersection that may be contributing factors to increased accident frequencies.

B. Existing Conditions Analysis

1. We will perform current traffic capacity/level-of-service analyses for the above referenced study area intersections for the weekday morning and afternoon peak hours to

identify existing operating conditions (levels of service). These analyses will be completed using software based upon the most current version of the Highway Capacity Manual (HCM).

2. We will identify existing deficiencies at the study intersections and we will prepare tables and figures that identify the existing traffic volumes and the results of the existing conditions analyses.

C. Future Conditions Analysis

Future conditions include traffic conditions resulting from anticipated traffic growth outside of the Townships and the anticipated volume of traffic resulting from development within the Townships, and will be evaluated using the same analysis methodology as above for a 10-year planning horizon (i.e., 2024). The following components will be completed as part of the future conditions analysis:

1. We will determine and apply a regional growth rate per year to be applied to the existing volumes at the study locations for a 10-year period.
2. We will identify major development potential within the Townships and will develop vehicular trip generation estimates utilizing the latest version of Trip Generation, by the Institute of Transportation Engineers (ITE).
3. We will utilize a population-and-employment based gravity model analysis, or other acceptable distribution/assignment methodology, to distribute and assign the traffic through the study area.
4. We will document programmed and committed improvements to be completed by PennDOT, the Townships, or other approved land developments prior to the future 10-year horizon year (i.e., 2024) and the year of their anticipated/scheduled completion.
3. We will perform capacity/level-of-service analyses for the study intersections to determine operating conditions, and we will identify deficiencies at the study intersections with tables and figures that identify the future conditions traffic volumes and the results of the future conditions analyses.

D. Transportation Capital Improvement Recommendations

1. Based on the deficiencies noted in the capacity analyses, we will prepare a list of recommended capital improvement for the overall corridor and study intersections with detailed descriptions of roadway and traffic signal improvements necessary to mitigate deficiencies. We will complete updated capacity analyses for existing and future conditions with the recommended improvements and prepare comparison tables and figures.

- 2. We will prepare budgetary cost estimates and identify potential right-of-way conflicts associated with each of the proposed improvements.
- 3. We will provide a ranking system for the proposed improvements based on the level of necessity with regard to safety and congestion mitigation.

The above tasks will be compiled into a report that will be provided to the Township in draft form for review and comment. After receiving comments, we will finalize the report for final distribution to the Township, including an electronic file of the final document and appendices.

The cost to complete items A. through D. is **\$49,000.**

Upon authorization by the Board, we will proceed with the development of the Sproul Road Transportation Planning Study.

Please feel free to contact me with any questions or concerns.

JAM/mws

cc: J. Lee Fulton, Springfield Township Manager

Breakdowns

MARPLE	\$ 30,333.56 (13 intersections)
SPRDL	\$ 18,666.44 (8 intersections)
	<hr/>
	\$ 49,000

**Marple Township
Delaware County, PA**

Resolution No.

**Participation in the Delaware Valley Regional Planning Commissions
Transportation & Community Development Initiative (TCDI) Grant
Program**

WHEREAS, Marple Township supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, Marple Township understands the grant amount requested must provide 20% of the total project cost as match in local, county, state, or private funds or documented in-kind services; and

WHEREAS, Marple Township fully understands the application requirements and contracting process if awarded the planning grant dollars; and

NOW, THEREFORE, BE IT RESOLVED, that Marple Township **HEREBY AUTHORIZES** the Township Manager to submit an application to DVRPC for a TCDI planning grant; and

BE IT FURTHER RESOLVED, that Marple Township agrees to, if selected for the TCDI grant, to:

- Engage in contracting procedures including the Request for Proposals and budget allocation;
- Sign grant agreement documents;
- Agree to submit reimbursement invoices and progress reports along with necessary supporting documentation on a quarterly basis;
- Take all necessary action to complete the project associated with the grant agreement within the 24 month timeframe, and submit the final deliverable to DVRPC; and

Provide proof of adoption or acceptance by the governing body through a resolution that must be submitted no later than June 30, 2017 to DVRPC. DVRPC will reserve payment of the last 10% of the grant award until such resolution and the final deliverable is received.

Resolved this 7th day of April, 2014

Township of Marple
Board of Commissioners

Michael K. Molinaro, President

Attested: _____
Sharon Angelaccio
Township Secretary

By a vote of: in favor _ against_ abstain

Attested: _____
Sharon Angelaccio
Township Secretary

DCNR-2014-C2P2-16	Application Information (*Indicates required information)	
Applicant Legal Name:* Marple Township		Web Application ID:* 1008173
Project Title:* Veterans Park Master Plan Update		

WHEREAS, Marple Township

("Applicant") desires to undertake the following project

Veterans Park Master Plan Update; and
(Project Title)

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

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

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

NOW THEREFORE, it is resolved that:

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

I hereby certify that this Resolution was adopted by the

Board of Commissioners of Marple Township
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 7th day of April, 2014.

Secretary (Signature of the Secretary of the governing body)

DCNR USE ONLY

Project Number: _____

TOWNSHIP OF MARPLE
CODE ENFORCEMENT DEPARTMENT

RECEIVED
MAR 27 2014
BY: E.O.L.

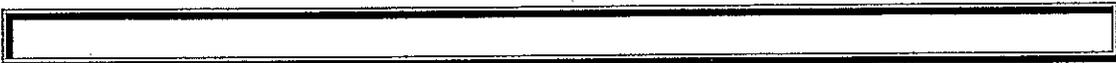
REQUEST FOR INSPECTION

Name of Contractor: John Martin Phone # 610-420-7038

Property Location: 128 Beechtree Date: 3/20/14 Time: 10:45

Comments: Homeowner: Robert + Lisa Fabrizio

Balance in Escrow - \$41,684.14



Project: Fire Damage Approved Rejected

Type of Inspection: - Escrow release - #01-248-0003

Inspector: _____ Date: _____

*Ed O'Lone,
Tom Wargo
Approved -
Can release
Escrow
01-248-0003
41,684.14*

By: Approved

By: Emmanuel Date: _____

BCO Signature: Tom Wargo Date: 3/20/14



pennsylvania
DEPARTMENT OF TRANSPORTATION

MS-339
(Rev 04/09)

APPLICATION FOR COUNTY AID

PROJECT NUMBER:

SECTION 1: To be completed by Municipality. Upon completion submit to the County

THEREFORE BE IT RESOLVED, that we, the Officials of Marple Township
MUNICIPALITY (NAME)
Delaware County, Pennsylvania, in Regular Session, do hereby make application to the County for an allocation of County Liquid Fuels Tax Funds.

PROJECT DESCRIPTION: 2014 PAT Program for pothole repairs

TOTAL ESTIMATED PROJECT COST: \$15,000.00

ALLOCATION REQUESTED: \$13,013

It is certified by the Municipality and the officers who execute this application that all materials used and work done hereunder shall conform to the current Pennsylvania Department of Transportation Specifications and that all work will be done within the legal right of way or with permission of the abutting property owners.

DULY ADOPTED ON (Date): / /

ATTEST: (Seal)

Signature of Municipal Officials

SIGNATURE - SECRETARY/CITY CLERK
Sharon L. Angelaccio, Twp. Sec.
Township of Marple

Michael Molinaro, President
Board of Commissioners

NAME OF MUNICIPALITY
227 S. Sproul Rd, Broomall PA 19008
ADDRESS

SECTION 2: To be completed by County Officials. Upon completion submit to the Pennsylvania Department of Transportation

WHEREAS, the County Officials of _____ County, having been presented with the foregoing application for the expenditure of County Liquid Fuels Tax Funds for improvements as indicated above.

THEREFORE BE IT RESOLVED, that we, the said Officials, in Regular Session, agree on behalf of said County to contribute the amount listed below from the County Liquid Fuels Tax Funds toward the above specified project provided that all work done shall conform to the current Pennsylvania Department of Transportation Specifications.

DULY ADOPTED ON (Date): / /

ALLOCATION APPROVED: \$ _____

ATTEST: (Seal)

Signature of County Officials

SIGNATURE - COUNTY CLERK

ADDRESS

SECTION 3: To be completed by the Pennsylvania Department of Transportation

APPROVED: _____
MUNICIPAL SERVICES REPRESENTATIVE

DATE: / /

Original: District Office

cc: Municipality / /

cc: County / /



DELAWARE COUNTY COUNCIL

GOVERNMENT CENTER BUILDING

201 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063

AREA CODE (610) 891-4270

FAX NUMBER (610) 892-9788

www.co.delaware.pa.us

COUNCIL

THOMAS J. McGARRIGLE
CHAIRMAN

MARIO J. CIVERA, JR.
VICE CHAIRMAN

COLLEEN P. MORRONE
JOHN P. McBLAIN
DAVID J. WHITE

April 1, 2014

Michael Molinaro
President
Marple Township
227 South Sproul Rd.
Broomall, PA 19008

Re: 2014 Liquid Fuels Tax Fund Allocation and Pothole Assistance for Taxpayers (PAT) Program.

Dear President Molinaro,

We are pleased to inform you that at the regular meeting of County Council held March 12, 2014, an allocation from the 2014 County Liquid Fuels Tax Fund in the amount of **\$34,628.00** was granted to Marple Township. Delaware County Council has historically committed to supplementing the direct allocation of state Liquid Fuels Tax Fund monies that each municipality receives. Delaware County is perhaps the only county in Pennsylvania that distributes its Liquid Fuels Funds to its municipalities for eligible roads programs.

County Council is keenly aware of the economic hardship that our municipalities have endured with the harsh and extreme weather conditions that occurred during the winter months. We recognize that your local budget is severely impacted by snow removal efforts and that the local roadways are now riddled with potholes that require additional financial resources to repair. In order to provide for a means of relief, County Council has initiated the Pothole Assistance for Taxpayers (PAT) program. Over \$250,000 of County Liquid Fuels Tax Fund dollars have been earmarked for this much needed work throughout the County. We are pleased to inform you that at the regular meeting of County Council held March 19, 2014, a supplemental allocation from the County 2014 Liquid Fuels Tax fund specific for pothole repair in the amount of **\$13,013.00** was granted to Marple Township.

President Molinaro

April 1, 2014

Page2

The PAT program allocation will be available for calendar year 2014 and will not roll over into 2015 if an eligible project is not presented. The application process for the PAT program will be identical to the current process required for the annual distribution. A resolution executed by the local municipality will be required to apply for the supplemental funds with four (4) PennDot Form MS-339 Applications for County Aid Specific to and noted as 'PAT' funding submitted to the Department of Public Works, Government Center Building, Room 207, Media, PA 19063 for the appropriate disposition.

We hope this additional means of funding will help ease the economic burden on your municipality. Should you have any questions, or require any additional information, please feel free to contact Dennis J. Carey, P.E., Director, Public Works at telephone number 610-891-4668.

Very truly yours,



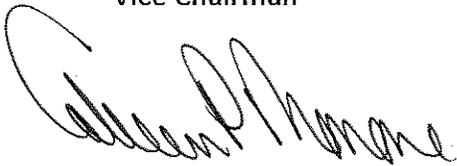
Thomas J. McGarrigle
Chairman



Mario J. Civera
Vice Chairman



John P. McBlain



Colleen P. Morrone



David J. White

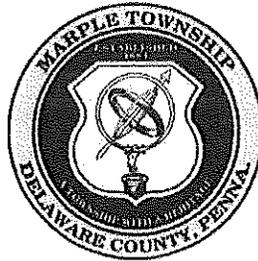
Board of Commissioners

Michael K. Molinaro, President
John J. Lucas, Vice President
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Robert Fortebuono
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Daniel D. Leefson

Anthony T. Hamaday
Township Manager

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Director of Code Enforcement

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Joseph A. Mastronardo, P.E.
Township Engineer

Jan G. Ceton
Emergency Management Coordinator

MEMORANDUM

TO: Anthony Hamaday, Township Manager
TOWNSHIP OF MARPLE

FROM: Joseph A. Mastronardo, PE, Senior Engineer
PENNONI ASSOCIATES INC.
Township Engineer 

DATE: April 2, 2014

**SUBJECT: Archdiocese Property Site Capacity Analysis – Scope and Cost Estimate
MRPL 0000**

As requested, we are providing a scope and fee for the preparation of a site capacity analysis for the 215 acre Archdiocese property at the intersection of Reed Road and Sproul Road (S.R. 0320) that will identify the estimated level of development, permitted by the current Township Zoning Code. The analysis will consist of collecting data regarding existing conditions, identification of site constraints, and preparation of conceptual level sketch plans for development.

For the purposes of this project, we will complete the following Scope of Work:

1. Research available record plans, deeds, and available public domain topographic and aerial information for the subject property.
2. Complete an estimated existing conditions base plan, which identifies zoning boundaries and physical site constraints including: steep slopes, wetlands, and floodplains.
3. Prepare a concept level sketch plan representing the estimated development potential in accordance with the current INS, R-B, and R-C Zoning requirements with reasonable consideration for development impact to environmentally sensitive features.
4. Compile a letter report summarizing the site capacity analysis including: development potential represented by the sketch plan and identification of required state and local permitting requirements. The report will be provided to the Township in draft form for

review and comment. After receiving comments, we will finalize the report for final distribution to the Township, including an electronic file of the final documents.

The estimated cost to complete items 1 through 4 is **\$9,000**.

Upon authorization by the Board, we will proceed with the development of the Archdiocese Property Site Capacity Analysis.

Please feel free to contact me with any questions or concerns.

JAM/

cc: Joseph Romano, Director of Code Enforcement



PURCHASE ORDER REQUISITION FORM

Date: 3/20/14

Vendor Name: FRANK RAMONDO
Vendor Address: FR RAMONDO

Quantity	Units	Budget #	Description	Unit Price	Total Amount
7			5 ROW BLEACHERS 15 FOOT LONG	2,976. ⁰⁰	20,832. ⁰⁰
			2 sets Maple Little League		
			2 sets Thomas Ballfield		
			2 sets S. M. Little League		
				Total	<u>20832.00</u>

COSTAS Vendor Contract # 014-001

Other Quotations:

1. _____
2. _____
3. _____

Requisitioner: [Signature] Date: 3/20/14
Approved By: _____ Date: _____



CASH MANAGEMENT MASTER AGREEMENT

Customer: TOWNSHIP OF MARPLE

Date of Agreement:

TD Bank, N.A. ("Bank") provides a broad range of non-consumer cash management products and services to its customers. The customer identified above ("Customer") wishes to obtain from Bank, and Bank desires to provide to Customer, those services that have been checked below:

- 1. TD eTreasury Services (Appendix I)
- 2. TD ACH Origination Services (Appendix II)
- 3. TD Wire Transfer Services (Appendix III)
- 4. TD Sweep Services (Appendix IV)
- 5. TD Positive Pay Services (Appendix V)

**AFTER REVIEW OF SECTION 10 HEREIN,
CUSTOMER DECLINES POSITIVE PAY SERVICES**

***** [Customer must accept or decline the Positive Pay Services]**

- 6. TD Controlled Disbursement Services (Appendix VI)
- 7. TD Lockbox Services (Appendix VII)
- 8. TD Digital Express Services (Appendix VIII)
- 9. TD Account Reconciliation Services - Full (Appendix IX)
- 10. TD Account Reconciliation Services – Partial (Appendix X)
- 11. TD Deposit Reconciliation Services (Appendix XI)
- 12. TD Check Imaging Services (Appendix XII)
- 13. TD Zero Balance Account Services (Appendix XIII)
- 14. TD Currency Services (Appendix XIV)
- 15. TD EscrowDirect Services (Appendix XV)
- 16. TD BAI2 File Transmission Services (Appendix XVI)
- 17. TD Data Exchange Services (Appendix XVII)
- 18. TD ACH Third Party Sender Services (Appendix XVIII)
- 19. TD Image Cash Letter Services (Appendix XIX)

- 20. TD Healthcare Remittance Management Services (Appendix XX).....
- 21. TD Data Transmission Services (Appendix XXI).....
- 22. TD ACH Positive Pay Services (Appendix XXII).....
- 23. *Reserved* (Appendix XXIII).....
- 24. *Reserved* (Appendix XXIV)
- 25. *Reserved* (Appendix XXV).....

The “Cash Management Service(s)” or “Service(s)” shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank’s third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

Agreement

This Cash Management Master Agreement (this “Agreement”) is by and between Bank and Customer. Bank agrees to provide to Customer and Customer agrees to purchase certain Cash Management Services (as defined above) offered by Bank. Bank and Customer agree that the Cash Management Services will be governed by the terms of this Agreement and the rules and procedures applicable to each of the Services (collectively, the “Rules”). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement. This Agreement shall be effective when signed by both parties.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer’s access to and use of any Cash Management Services.

“Account” means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

“Account Agreement” means the Business Deposit Account Agreement issued by Bank and governing Customer’s deposit relationship with Bank, as the same may be amended from time to time.

“Affiliate(s)” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“Amended Appendix” means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

“Appendix” means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any

Amended Appendix, is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“Authorized Representative” means a person designated by Customer as an individual authorized to act on behalf of Customer and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

“Bank Internet System” means Bank’s Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank’s eTreasury Services.

“Bank Internet System Appendix” means the agreement issued by Bank and governing Customer’s use of the Bank Internet System.

“Business Day” has the meaning given to it in the Account Agreement.

“Calendar Day” has the meaning given to it in the Account Agreement.

"Primary Account" means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

"Substitute Check" has the meaning given to it in Section 3(16) of the *Check Clearing for the 21st Century Act* ("Check 21"), P.L. 108-100, 12 U.S.C. § 5002(16).

2. The Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line Services will be denied if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank's Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for Service(s) by reviewing the relevant Service's Setup Form(s), as applicable, or by calling Cash Management Customer Care at 1-866-475-7262, or by contacting Customer's Cash Management Sales Representative. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.

2.9 Bank may make changes to this Agreement and any Appendix at any time by providing

notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may immediately initiate changes to any procedures and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that the individual(s) executing this Agreement has/have been authorized by all necessary Customer action to sign such agreements and to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made, by an Authorized Representative.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or any other purpose not contemplated by this Agreement.

3.6 Customer and Bank shall comply with (i) all applicable laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control ("OFAC") sanctions; and (vi) all applicable laws, regulations and orders administered by FinCEN (collectively (i) through (vi), "Compliance Laws").

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, including any Appendices, in accordance with the applicable fee schedules or agreements between Bank and Customer in effect from time to time that apply to the Services (the "Service Fees"). By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms, as those terms may be amended from time to time.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained by Customer with Bank. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder. Bank may charge a service charge for Account research requested by Customer in accordance with the published schedule of charges for such research.

4.4 Bank may amend Service Fee(s), in aggregate or individually, at any time. To the extent that such changes adversely affect Customer, Bank will use commercially reasonable efforts to give notice to Customer of such changes, in accordance with applicable law, or as may otherwise be agreed to by the parties.

5. **Customer Identification Program.** Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Such information may include, without limitation, official certificates of customer existence, copies of Customer

formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer's Authorized Representatives.

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services. Customer agrees that all such software is and shall remain the sole property of Bank and/or the vendor of such software. Customer agrees to comply with all of the terms and conditions of all such license agreements and other documents to which Customer agrees to be bound. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of software, installation of any software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the software.

6.2 Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any software provided with the Services or any other breach by Customer of any software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. **Computer Requirements.** For certain Cash Management Services, Customer will need to provide at Customer's own expense, a computer, all software and necessary telephone lines, Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank is not responsible for any errors or

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failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any browser software.

8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

9. Customer Information; Security Procedures.

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring compliance with any security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has substantially complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) provided to Bank by Customer. Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's agent or vendor. Any errors in an instruction from Customer, Customer's Authorized Representative, agent or vendor shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any

Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, including, without limitation, retaining competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and immediately providing all such information to Bank.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES TO ANYONE. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

10. Fraud Detection / Deterrence; Positive Pay. Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items.

11. Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis

statement or on-line Account access. Except to the extent required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. If any of Customer's Accounts become overdrawn, underfunded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets,

liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services. Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect until terminated by either party with ten (10) Calendar Days' prior written notice to the other, provided that Customer may terminate this Agreement or any Appendix immediately upon its receipt of notice from Bank of a change in or amendment of the provisions of this Agreement, the Services or any Appendix that is not acceptable to Customer, in accordance with Section 21 of this Agreement. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Cash Management Customer Care for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United

States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is required for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT

MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. Lawyer Trust Accounts. This Section 17 applies to law firms that have established lawyer trust accounts, including but not limited to IOLTA, IOTA and IOLA Accounts (collectively, "Lawyer Trust Accounts"), in the State of New Jersey and as may be applicable under other States' laws. In the event that Customer is a law firm in the State of New Jersey or such other State(s) as may be applicable, and Customer's clients' funds are held in Lawyer Trust Account(s), Customer agrees and shall ensure that only lawyers that are Authorized Representatives of Customer may initiate debits from such Lawyer Trust Account(s). Such debit transfers may include, but are not limited to, wire, ACH and book transfers through the Bank Internet System or through such other Services as may be made available by Bank from time to time.

18. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

19. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

20. Entire Agreement. Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein, and Appendices constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

21. Amendments. Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective immediately upon notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing

thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

27. Notices.

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give

to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH

ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

31. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

32. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Agreement, including all applicable Appendices, to be executed by an Authorized Representative.

TOWNSHIP OF MARPLE
(Customer)

227 South Sproul Road

Broomall, PA 19008

(Address)

By: _____

(Signature of Authorized Representative)

Print Name: _____

Title: _____

TD BANK, N.A.

By: _____

(Signature)

Print Name: _____

Title: _____



EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT:

GOVERNMENTAL ENTITY SERVICES

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

TERMS AND CONDITIONS

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 34 is hereby added immediately after Section 33:

34. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements; (ii) that this Agreement has been

duly authorized by a vote of the governing body of Customer that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide

evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

3. Effectiveness. Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX I

TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Account(s)*" means a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

"*Account Agreement*" means any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

"*Administrator*" or "*Account Administrator*" means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

"*Appendix*" means this eTreasury Services Appendix, including all procedures, Setup Form(s), exhibits, schedules, documents and agreements referenced herein, each as may be amended from time to time.

"*Authorized User*" means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

"*Login ID*" means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

"*Payment*" means a transfer of funds to or from Account(s).

2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services with the Access Devices, Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

2.3.1 Previous-Day Balance Reporting. Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks, return deposited items and expired stopped items through this feature. This information may be viewed upon implementation of the Services, and the scope of the time periods for which transactional history and check images may be viewed (including pre-implementation periods) may vary and depend upon various factors such as when Account(s) were opened and when the Services were first implemented and set-up.

2.3.2 Real-Time Balance Reporting. Real-Time Balance Reporting allows

Customer to review current Account balance(s) and transaction activity in real-time.

2.3.3 Book Transfers. Book Transfers allows Customer to make intra-bank fund transfers between Customer's checking, savings and loan Accounts. Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from (i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) from many-Accounts-to-one-Account. Recurring transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have sufficient available funds in the Account from which funds are to be transferred to cover the amount of the transfer. For future or recurring transactions, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' Transfer reports tab. All transfers are subject to the Account Agreement.

2.3.3.1 Future-Dated Book Transfer. In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the instructions entered by Customer with the request. Future-dated transfers will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

2.3.4 Stop Payment. Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a

range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK NUMBER OR RANGE OF CHECK NUMBERS**. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK**. If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests entered on the current day may not be effective until one (1) Business Day after receipt, and after Bank has had a reasonable time to act on the request. Requests made on a non-Business Day or on Saturday, Sunday or federal holidays are entered on the next Business Day but may not be effective until the second (2nd) Business Day after receipt. Stop payments using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws, Customer shall not have the right to stop payment on or recall any payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

2.3.5 E-Learning. E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

2.3.6 Customizable Dashboard. Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s), additional features or modules related to the Services may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 Wire Transfers. Wire transfers and wire drawdowns are subject to the terms and conditions of the Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically, typically from Customer's Account(s) to other account(s) with Bank or to

account(s) at other banks. Except for future-dated transfers, domestic or foreign wire transfers entered through the Services will be processed on the Business Day they are received, and at currency exchange rates disclosed within the Services, as applicable, provided that they are received in accordance with Bank's cut-off time(s) for foreign wires and for domestic wires, as set forth in the Wire Transfer Services Appendix.

2.4.2 ACH Originations. ACH originations are subject to the terms and conditions of the Automated Clearing House (ACH) Origination Appendix, the Third-Party Sender Services Appendix or the ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. Except for future-dated transactions, ACH transactions entered through the Services will be processed (but not settled) on the Business Day they are received, provided that they are received in accordance with Bank's cut-off time, as set forth in the Automated Clearing House (ACH) Origination Appendix or the Third-Party Sender Services Appendix, as applicable.

2.4.3 File Transfers. File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

3. Hours of Access. Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access the Services, however, during any special or other scheduled maintenance periods or interruption or delay due to causes beyond Bank's control. These hours of access are subject to change without notice.

4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services'

Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for deactivating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

6. Access Devices; Security Procedures.

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to

Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Bank Internet System or more frequently.

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password. Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion.

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a risk-based authentication security procedure at log-in for Customer, including Customer's Administrator and Authorized Users. This additional security procedure involves an additional credential for each user that is in addition to Login IDs and individual password security (hereinafter "Enhanced Log-in Security"). With Enhanced Log-in Security, additional information regarding each Authorized User's computer and method of website access will be collected and validated automatically with the set-up process. An electronic access identity will be created for each Authorized User by combining a number of key identification points, such as IP address, Internet service provider, PC and browser settings, time of day and geographic location. These access identities are used by Bank to authenticate Authorized Users. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to that access identity. An additional security procedure incorporates use of a physical security device or token ("Token") for certain transactional functionality associated with ACH transactions and wire transfers. A Token will be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers. Notwithstanding the foregoing, Bank reserves the right to incorporate the use of Tokens for certain other functionality from time to time, in its sole discretion, including by way of example only and not by way of limitation, the use of Tokens with certain administrative functionality and for the creation of ACH and wire templates. Physical security of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User leaves Customer's employ, his or her Login ID must be deleted and, if a Token had been issued to such Authorized User, Bank must be promptly notified so that Bank may deactivate such Authorized User's Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.4 Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services incorporate "dual control" or separation of duties. With this additional security feature, one Authorized User will be permitted to create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders.

6.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Cash Management Customer Care immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.6 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator and Bank. In no event will Bank be liable

for any unauthorized transaction(s) that occurs with any Access Devices.

6.9 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. Debiting Customer's Account(s). Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer's Account(s) (or any other Account Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

8. Electronic Statements.

8.1 As an eTreasury user, and subject to Bank's approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the "Statements" page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery.

8.3 Customer's electronic statement will generally be available within 24 hours after the statement cut-off date. The statement cut-off date for Customer's electronic statement is the same as Customer's paper statement. Once made available as described herein, the information contained in Customer's electronic statement shall be deemed to have been delivered to Customer personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by

Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with this Appendix.

9. Alerts.

9.1 The Services allow Customer to voluntarily choose alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, about debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of this Appendix. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.2 Voluntary Alerts.

9.2.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging service. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.2.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.2.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

9.2.4 Customer may, at its option, customize the subject line of Customer's alerts for easier identification by Customer. Customer acknowledges and agrees that Customer should not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

10. Use of Financial Management (FM) Software. Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as described in this Appendix. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

11. Security. Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer also agrees to comply with any operating, security and recognition procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and that the Services' security procedures are reasonable. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of

transactions using the Services, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

12. Terminating this Appendix; Liability.

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

13. Changes to the Services and this Appendix. Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

14. Notices. Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX III

TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Agreement, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Agreement, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures of the Bank Internet System Agreement, as may be amended by Bank from time to time.

2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, from Customer's designated Account. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank setup form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security

purposes: (i) account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the payee's bank, and (iv) account name, address and account number of the payee. In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein, on the Business Day received, or on the Business Day requested by Customer if the wire transfer is future-dated. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated domestic wire transfers will be initiated on the effective date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

4. International Wires.

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. If the wire transfer is of currency other than that of the country to which it is being transferred, it shall be payable in the currency of the country of the recipient financial institution, unless the payee arranges otherwise. If the wire transfer is received by Bank prior to any cut-off time established from time to time, the currency exchange shall be made at the rate quoted by Bank at the time of the wire transfer.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds.

4.4 Customer understands and acknowledges that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with

any international wire transfer(s) involving a transfer to or from any country outside of the U.S., Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

5. **Cancellation and Amendment of a Wire.** An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request.

6. **Notice of Rejection or Return.** Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete beneficiary name, and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or beneficiary bank other than Bank, or by operation of law. If a wire transfer is rejected, Bank will endeavor to notify Customer promptly. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

7. Security Procedure.

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in

Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise in this Appendix or in the parties' Cash Management Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Cash Management Customer Care, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

8. Inconsistency of Receiving Beneficiary Name and Account Number. Customer acknowledges and agrees that, in accordance with Article 4A of the Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, beneficiaries and other parties to the wire transfer, even if

those numbers disagree or are inconsistent with the names of those parties as provided by Customer.

9. Payment; Authorization to Charge Account. Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that such sufficient funds are available prior to a wire transfer being executed. Bank may, however, in its sole discretion, execute the wire transfer even if such execution should result in the creation of an overdraft in Customer's Account. Customer shall be liable to Bank for such overdraft. If sufficient funds are not available in Customer's Account, the wire transfer will not be executed. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank reserves the right to debit any other Account that Customer maintains with Bank.

10. Wire Confirmation; Account Reconciliation. Customer may confirm the execution of a wire transfer via the Bank Internet System. Bank will mail, fax or email to Customer advices of each completed wire transfer. Completed wire transfers will also be reflected in Customer's periodic Account statement.

11. Service Providers. Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be required to direct wire transfers and other requests to said provider.

12. Bank Reliance; Authentication.

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 **BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic

transactions, including but not limited to Article 4A of the Uniform Commercial Code.

13. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that

exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX VIII

TD DIGITAL EXPRESS SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Digital Express Services (the "Service(s)") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** The Services provide Customer with an Internet-based system designed to expedite check depositing services by enabling Customer to use check conversion technology to submit to Bank, for deposit to Customer's Account(s), electronic check images and associated information ("Check Images") in lieu of the original checks from which such Check Images were obtained. These Services are provided in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

2. Hardware Requirements.

2.1 In order to use the Services, Customer must utilize certain Bank-approved image/scanner hardware (the "Hardware"). Customer must either (a) have or obtain the Hardware, as approved by Bank ("Customer Hardware"), or (b) utilize Hardware provided by Bank ("Bank Hardware"). Customer must also have a Computer as outlined in the Cash Management Master Agreement, as Bank may specify and approve from time to time.

2.2 If Customer elects option (a), Customer Hardware, Customer is solely responsible for the purchase, maintenance, performance and adequacy of Customer Hardware. Bank makes no representations or warranties concerning, and has no responsibility or liability for, Customer Hardware or its use with the Services. Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmission errors, resulting from any Check Images transmitted by Customer using Customer Hardware.

2.3 If Customer elects option (b), Bank Hardware, Customer agrees as follows:

(i) Bank will retain ownership of Bank Hardware provided by Bank for use with the Services.

(ii) Customer will not use Bank Hardware in connection with any remote check deposit service offered by any other financial institution other than Bank.

(iii) Customer acknowledges that Bank did not manufacture Bank Hardware and has

provided the same to Customer on an "AS IS" basis, and warrants only that, upon delivery, Bank Hardware will conform to Bank's then current applicable standards for use of the Services. Bank Hardware is provided to Customer with a standard manufacturer's warranty. Customer shall thereafter be responsible for purchasing any and all additional manufacturer warranty period(s) beyond the standard warranty, as may be made available by the manufacturer, for complying with all manufacturer recommendations for preventive maintenance, or for repairing or replacing Bank Hardware.

(iv) Customer shall bear the entire risk of loss, theft, damage or destruction of Bank Hardware from the date of receipt until return shipment to a Bank branch or shipped postage-paid to Bank. Such loss, damage or destruction of Bank Hardware shall not relieve Customer of the obligation to make payments or to comply with any other obligation under this Appendix.

(v) Upon termination of this Appendix by either party for any reason, Customer shall return Bank Hardware in the same condition as when originally provided to Customer, except for ordinary wear and tear resulting from proper use. Bank Hardware shall be packed for proper return shipment to such place as Bank shall specify. In the event Bank Hardware has not been returned within fifteen (15) days of termination of this Appendix, Customer shall make payment to Bank in an amount equivalent to Bank's replacement cost for Bank Hardware.

3. Check Images; Image Replacement Documents.

3.1 Customer may use the Services to deposit original paper checks using the Hardware to scan, capture and submit Check Images to Bank through the Services' Internet site ("Services Site"). Eligible items for deposit include original checks that Customer has received for payment or deposit, and obligations of financial institutions (travelers' checks, cashier checks, official checks, and money orders). The following check types, however, are *not eligible* for use with and may not be processed using the Services:

(i) Checks payable to a third party (rather than to Customer);

- (ii) Remotely-created checks;
- (iii) Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;
- (iv) Irregular checks (e.g., where the numerical and written amounts are different);
- (v) Previously-returned checks;
- (vi) Checks payable to or in cash;
- (vii) Checks exceeding any Customer transaction or file limits as Bank may establish from time to time; and
- (viii) Checks that are postdated or more than six (6) months old.

3.2 Customer shall enter check information into the Services Site, imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check. Customer shall review each Check Image for clarity to ensure that the item can be reproduced as an Image Replacement Document ("IRD(s)" or "Substitute Check(s)"). Using the Services, an electronic file will be created ("Electronic File") that contains electronic information relating to and converted from the paper checks that have otherwise been truncated or removed from the forward collection and payment process (each an "Electronic Item"). To ensure accuracy, Customer shall balance the dollar total of each deposit to the sum of the Electronic Items prior to transmitting the Electronic File to Bank. Customer shall determine that the Electronic File has been received based on the confirmation page of the Services Site. Bank will indicate acceptance of the transactions and any rejected transactions on the Services Site. Customer shall process any rejected transactions as paper checks through the normal paper check deposit process.

3.3 Customer shall enter the dollar amount of a paper check(s), along with any other optional information that Customer would like retained by the Services Site. The Services Site provides for reports and exporting of the information that has been entered.

3.4 Bank shall electronically deliver to Customer, through the Services Site, a confirmation of receipt for each deposit submitted, and the deposit shall be considered received by Bank when such confirmation is delivered to Customer. Deposits received via the Service by 9:00 p.m. Eastern Time on any Business Day or at any time on any Calendar Day that is not a Business Day will be posted to Customer's Account on the same Business Day, with next Business Day availability of deposits based on Bank's Account Agreement. Bank reserves the right to reject any single check image or group of check images for any reason, before or after delivery of confirmation of receipt.

3.5 Customer acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Bank may return the item to Customer by delivery of either a Substitute Check or the Check Image, including all return information. Return items will be handled in the same manner as check deposits in accordance with the Account Agreement.

4. Customer Responsibilities and Obligations.

4.1 Customer represents, warrants and covenants that after truncation of an original check, Customer shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Bank in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Appendix related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. Customer shall ensure that each original check is properly marked with the wording which states that the deposit has been sent for processing ("Electronically Presented").

4.2 Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Customer shall retain all original checks truncated pursuant to this Appendix for a period of sixty (60) Calendar Days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Customer may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

4.3 Customer shall deliver promptly to Bank, upon its request, the original check if a request is made within the retention period provided above, or Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Customer. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

4.4 Customer shall not create at any time an Electronic File under this Appendix or otherwise use the Application to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Customer has received an original check for payment or deposit or which Customer has selected for truncation.

4.5 Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

4.6 If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Appendix, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to pay Bank within a commercially reasonable period of time.

4.7 Customer agrees to have controls in place to ensure that the Services, including the Hardware and checks processed through the Hardware, are properly

safeguarded and stored in accordance with the timeframe set forth in Section 4.2 above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Customer shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Customer agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. Customer agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.

4.8 Customer shall notify Bank of any interruptions in, delay or unavailability of, or errors caused by the Services immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by the Services and subject to Section 11 of the parties' Cash Management Master Agreement, Customer shall provide such notice within thirty (30) Calendar Days of the date of the earliest notice to Customer which reflects the error. Failure of Customer to provide such notice to Bank shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

5. Customer Warranties, Covenants. Customer makes the following representations, warranties and covenants as of the effective date of this Appendix and upon each delivery of an Electronic File to Bank:

5.1 An Electronic File may include an electronic representation of a Substitute Check. Customer shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Bank branch location. A returned original check or returned Electronic Item may not be re-submitted by Customer using the Services. Customer may only use the Services to re-submit an IRD or Substitute Check that has been returned to Customer for non-sufficient funds.

5.2 With respect to each Electronic Item in any Electronic File delivered to Bank, the Electronic Item accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;

(vi) the information identifying the payor and the paying bank that is preprinted on the check, including the MICR line; and

(vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

5.3 Customer shall also ensure that the following information is captured from the MICR line of each original check:

(i) the American Bankers Association routing transit number ("RTN");

(ii) the number of the account on which the check is drawn;

(iii) when encoded, the amount of the check; and

(iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

5.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, as Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return. Customer shall endorse each original check prior to truncation.

5.5 Customer is entitled to enforce the original check, or Customer is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized to obtain payment on behalf of a person entitled to enforce the original check.

5.6 Customer will submit financial and/or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits as further described in Section 6 and as established by Bank and communicated to Customer, or to otherwise monitor or audit Customer's use of the Services and compliance with this Appendix. Customer will also notify Bank of any change in transaction volumes or financial condition that may have an effect on this Appendix or Customer's use of the Services.

5.7 Customer shall also request permission from Bank in advance of any change in locations at which the Services are used or change in the physical location or address of any Hardware from its original Bank-approved location or address, which permission Bank may grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Customer shall request advance permission from Bank prior to using the Services and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Bank operates from time to time. Bank may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

5.8 Both Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

5.9 None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment.

5.10 Customer Electronic Files will not contain viruses that originate from Customer's Computer.

5.11 None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

5.12 Customer is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of the Services and its processes and practices with regard to use of the Services.

6. Deposit and File Limits. Customer's use of the Services is limited as more particularly described in the Services' Setup Form(s), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage of monthly transactions returned; and maximum number of items to be deposited per day.

7. Administrator(s) and Authorized Users.

7.1 Customer may designate Administrator(s) relative to the Services, as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s). Customer agrees to provide Bank, upon Bank's request, with any certificate or documentation that is acceptable to Bank specifying the name of the person who is authorized to be designated as Administrator(s) from time to time.

7.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility an Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrator(s) and Authorized Users of the Services through the issuance of passwords. The Administrator(s) may add, change or terminate Customer's Authorized Users from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services.

7.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply.

7.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, Customer must notify the Administrator immediately, and the Administrator is solely responsible for de-activating such Authorized User's password. Whenever an Administrator leaves Customer's employ or Customer otherwise revoke an Administrator's authority to access or use the Services, Customer remains fully responsible for all use of the passwords and the Services.

8. Security Procedures.

8.1 Upon successful enrollment, Customer can access the Services via the Services Site, or any website that Bank may designate from time to time, using the security procedures as described from time to time. Bank will provide Customer with an organizational or User ID that is the electronic identification, in letters and numerals, assigned to Customer by Bank that will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will also provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Services Site, or more frequently.

8.2 Customer acknowledges that Administrator(s) will, and Customer authorizes Administrator(s) to, select other Administrators and Authorized Users by issuing to any person an individual password. Customer further acknowledges that Administrator(s) may, and Customer authorizes Administrator(s) to, change or de-activate the individual password and/or any individual password from time to time and in his or her sole discretion.

8.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Customer, including Administrator(s) and Authorized Users. This additional security procedure involves an additional access code and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

8.4 Bank does recommend as a commercially reasonable security procedure that Customer implement dual control of the Services, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

8.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further

agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

8.6 The Access Devices identify and authenticate Customer (including Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity. If this Appendix is terminated, Customer's access to the Services will be immediately terminated.

8.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer agrees to be responsible for any transmission Bank receives through the Services that is processed by Bank in accordance with the security procedures, even if such transmission is not authorized by Customer, including any fraudulent transmission by Customer's employees or agents. Customer agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility account. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

8.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment, transfer or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator. Customer also agrees to provide Bank with immediate notice of any actual or suspected breach in the security of or other unauthorized access to the Services through use of Customer's Computer. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Customer has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Bank can call for further information or inquiry. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices.

9. **Limitation of Liability.** In addition to but not in lieu of the limitations of liability and related provisions contained in the parties' Cash Management Master Agreement, Bank shall have no liability for any error or delay in performing the Services and shall have no liability for not affecting a Check Image, if:

(i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;

(ii) The ownership of funds involving a Check Image or Customer's authorized representative's authority to transmit a Check Image is in question;

(iii) Bank suspects a breach of the security procedures;

(iv) Bank suspects that Customer's Account has been used for illegal or fraudulent purposes; or

(v) Bank reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in the Appendix.

Further, Bank will not be liable to Customer for any unauthorized actions or fraud initiated or caused by Customer or its employees or agents. Bank will also be excused from failing to transmit or delay in transmitting a Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

10. **Audit Rights and Site Visits; Internal Controls.** Bank, its accountants, auditors or agents shall have the right to conduct site visits of Customer, as well as review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good faith deem necessary or reasonable during or after the term of this Appendix, Customer's compliance with the terms of this Appendix, including but not limited to Customer's use of the Services, its Computer and security infrastructure, and the books and records of Customer related to: (i) Customer's activities hereunder and/or (ii) conformance with Customer's obligations hereunder. In addition, Bank reserves the right, in its sole and exclusive discretion, to require Customer to implement additional internal controls at Customer location(s) where use of the Services occurs and to request information from Customer relative to Customer's security infrastructure. Any review, inspection or audit to be performed by or for Bank pursuant to this Section 10 shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer.

11. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces

and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XIII

TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts").

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of \$0 or a pre-defined collected or ledger balance amount.

1.4 Each ZBA Sub-Account's daily balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer daily collected balances only.

1.5 In the event the daily balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

2. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable to or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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Delaware County Schools Joint Purchasing Board

Awarded Fuel Pricing

(Contract Year 2014 - 2015)

Price Per Gallon

<u>Product & Delivery Tier</u>	Papco	Mansfield Oil	Petroleum Traders
<u>Heating Oil</u> - 6,000 gallons or more to a single location			<u>Floating</u> Opis Daily + 0.0073
<u>Heating Oil</u> - 1,000 to 5,999 gallons to a single location		<u>Floating</u> Opis Daily + 0.0802	
<u>Heating Oil</u> - Less than 1,000 gallons to a single location		<u>Floating</u> Opis Daily + 0.2402	
<u>Gasoline</u> - 3,000 gallons or more to a single location			<u>Fixed Price</u> \$2.7523
<u>Gasoline</u> - less than 3,000 gallons to a single location	<u>Fixed Price</u> \$2.9944		
<u>Premium Gasoline</u> - 3,000 gallons or more to a single location			<u>Fixed Price</u> \$2.9560
<u>Premium Gasoline</u> - less than 3,000 gallons to a single location	<u>Fixed Price</u> \$3.3789		
<u>Ultra Low Sulfur BioDiesel</u> - 6,000 gallons or more to a single location	<u>Fixed Price</u> \$2.9973		
<u>Ultra Low Sulfur BioDiesel</u> - Less than 6,000 gallons to a single location	<u>Fixed Price</u> \$3.1938		