

Agenda

Township of Marple – Board of Commissioners – Joseph A Rufo, President Regular Meeting – July 13, 2015 – 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 Real Estate, Litigation and Personnel
4. Public Forum
5. Public Hearing Continued – Proposed Highway Interchange District Ordinance and Proposed Zoning Map Amendment – Highway Interchange District
6. Board Minutes Regular Meeting – 6-8-15
7. Disbursement Report and Check Register #2015-7
8. Ordinance No. 2015-3 – Flood Plain Ordinance Amendment
9. Ordinance No. 2015-4 – Highway Interchange District
10. Ordinance No. 2015-5 – Zoning Map Amendment, Highway Industrial District Rezoning
11. Resolution No. 3616 – Transfers General Fund \$8,614.18
12. Resolution No. 3617 – Transfers Paxon Fund \$6,967.00
13. Resolution No. 3618 – Transfers Sewer Fund \$341.31
14. Resolution No. 3619 - Lease Purchase Agreement with TCF Equipment Finance for Maintenance Equipment at Public Works Department
15. Construction Management Services Contract for Police Station – Reynolds Building Solutions
16. Lawrence Court Pumping Station Project - Duplex Pump Purchase and Installation
17. Contract 6E - Certificate of Payment No. 4 - Twp Building HVAC/ Electrical Renovation Project \$193,216.00
18. Contract 6E - Change Order No. 3 - Twp Building HVAC/ Electrical Renovation Project \$12,506.00
19. Contract 6E - Change Order No. 4 - Twp Building HVAC/ Electrical Renovation Project \$2,408.00

20. Contract 6E - Change Order No. 5 - Twp Building HVAC/ Electrical Renovation Project \$4,478.00
21. Contract 6M - Certificate of Payment # 2- Twp Building HVAC/ Electrical Renovation Project \$154,179.00
22. Ground Sublease Approval – Verizon Cell Facility, Marple Grade School, 2641 W. Chester Pike
23. Recycling Services Agreement – Blue Mountain Recycling, LLC
24. Special Event & Signage Request – Kathleen Kneafsey/Active Heroes Org Walk Fundraiser, Veterans Memorial Park
25. Special Event & Signage Request – Marple Twp Hero Scholarship Fund/Ryan Party Rental Tree Sale, Marple Grade School Property, 2641 W. Chester Pike
26. Tree Committee Resignation and Appointment
27. Other Business
 - Township Building Renovation Update
 - Lawrence Park Industrial District Parking Regulation changes
28. Adjourn

TOWNSHIP OF MARPLE
DELAWARE COUNTY, PA

ORDINANCE NO.

AN ORDINANCE REPEALING AND REPLACING CHAPTER 143: FLOODPLAIN MANAGEMENT REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE TOWNSHIP OF MARPLE WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

The Board of Commissioners of the Township of Marple does hereby enact and ordain:

SECTION I: That Chapter 143, Floodplain Management, is hereby amended to repeal the current Chapter 143 in its entirety and replaced with a new Chapter 143 as follows:

STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Board of the Township of Marple does hereby order as follows.

Chapter 143. FLOODPLAIN MANAGEMENT

§ 143-1. Intent.

A. The intent of this chapter is to protect areas of floodplain subject to and necessary for the containment of floodwaters, provide adequate protection for flood-prone properties and comply with federal and state floodplain management requirements.

B. Specific objectives include the following:

- (1) Promotion of the general health, welfare, and safety of the community;
- (2) Encouragement of the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future;
- (3) Prevention of the construction of structures in areas unfit for human usage by reason of danger from flooding, unsanitary conditions or other hazard;
- (4) Minimization of danger to public health by protecting the quality and quantity of surface and subsurface water supplies adjacent to and underlying flood hazard areas and promoting safe and sanitary drainage;
- (5) Permitting only those uses that can be appropriately located in the floodplain and that will not impede the flow or storage of floodwaters, or otherwise cause danger to life and property at, above or below site locations along the floodplain;

- (6) Protection of landowners adjacent to a floodplain and those upstream and downstream from a site along the floodplain from damages resulting from development within a floodplain and the consequent obstruction or increase in flow of floodwaters;
- (7) Reduction in the financial burdens imposed on the community, its governmental units and its residents, by preventing excessive development in areas subject to flooding, and the protection of the entire township from uses of land that may result in subsequent expenditures for public works and disaster relief and that may adversely affect the economic well-being of the township;
- (8) Maintenance of an ecological balance among natural systems, including wildlife, vegetation and marine life, that are dependent upon watercourses and water areas;
- (9) Protection of other municipalities within the same watershed from the impact of improper development and the consequent increased potential for flooding;
- (10) Provision of areas for the deposition of flood-borne sediment;
- (11) Protection of uses vulnerable to floods, including public facilities, in accordance with the requirement of the National Flood Insurance Program and the Pennsylvania Flood Plain Management Act. *Editor's Note: See 32 P.S. § 679.101 et seq.*

§ 143-2. Applicability and scope; definitions.

A. This chapter regulates the circumstances in which any use may occur in a floodplain.

B. Overlay

- 1) The floodplain conservation district shall be an overlay to the underlying existing zoning – as shown on the official zoning map accompanying this ordinance - in those areas identified as floodplain areas of the Township in Section 143-3. In those identified floodplain areas the requirements of the Floodplain Conservation district shall be met in addition those of the underlying district.
- 2) In the case of a conflict between any of the provisions or requirements of the floodplain district and those of any underlying district, the more restrictive provisions shall apply.

C. It shall be unlawful of any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Township unless a permit has been obtained from the Floodplain Administrator.

D. A permit shall not be required for minor repairs to existing buildings or structures.

E. Definitions. As used in this chapter, the following terms shall have the meanings indicated: **[Added 11-9-2009 by Ord. No. 2009-9]**

ACCESSORY USE OR STRUCTURE:

A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

BASE FLOOD:

A flood which has a one percent chance of being equaled or exceeded in any given year (also called the “100-year flood” or one-percent (1%) annual chance flood).

BASE FLOOD DISCHARGE:

The volume of water resulting from a base flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).

BASE FLOOD ELEVATION (BFE):

The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

BASEMENT:

Any area of a building having its floor below ground level on all sides.

BUILDING:

A combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.

COMPLETELY DRY SPACE:

A space that will remain totally dry during flooding; the structure is designed and constructed to prevent the passage of water and water vapor.

DEVELOPMENT:

Any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling; grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.

ESSENTIALLY DRY SPACE:

A space that will remain dry during flooding, except for the passage of some water vapor or minor seepage; the structure is substantially impermeable to the passage of water.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the Township.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:

The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD:

A temporary inundation of normally dry land areas.

FLOOD INSURANCE RATE MAP (FIRM):

The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS):

The official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

FLOODPLAIN AREA:

A relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river, or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.

FLOODPROOFING:

Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY:

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

HIGHEST ADJACENT GRADE:

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE:

Any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior; or
 - (b) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR:

The lowest floor of the lowest fully enclosed area (including basement) of a building. An unfinished, flood-resistant, partially enclosed area, used solely for parking of vehicles, building access and incidental storage, in an area other than a basement area, is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this chapter.

MANUFACTURED HOME:

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

MANUFACTURED HOME PARK OR SUBDIVISION:

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MINOR REPAIR:

The replacement of existing work with equivalent materials for the purpose of its routine maintenance and upkeep, but not including the cutting away of any wall partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exitway requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage leader, gas, oil, waste, vent, or similar piping, electric wiring, mechanical or other work affecting public health or general safety.

NEW CONSTRUCTION:

Structures for which the start of construction commenced on or after the effective date of this Ordinance, and includes any subsequent improvements thereto. Any construction started after September 1, 1977 and before the effective date of this Ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

NEW MANUFACTURED HOME PARK OR SUBDIVISION:

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

PERSON:

An individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties

POST-FIRM STRUCTURE:

A structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the Township's initial Flood Insurance Rate Map (FIRM) dated September 1, 1977, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.

PRE-FIRM STRUCTURE:

A structure for which construction or substantial improvement occurred on or before December 31, 1974, or before the Township's initial Flood Insurance Rate Map (FIRM) dated September 1, 1977, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.

RECREATIONAL VEHICLE:

A vehicle which is:

- (1) Built on a single chassis;
- (2) Not more than 400 square feet, measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck;
- (4) Not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOOD ELEVATION:

The base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and a half (1 ½) feet.

REPETITIVE LOSS:

Flood related damages sustained by a structure on two or more separate occasions during a 10-year rolling period for which the cost of repairs cumulatively equals or exceeds 50% of the market value of the structure before the damages occurred.

SPECIAL PERMIT:

A special approval which is required for hospitals, nursing homes, jails, and new manufactured home parks and subdivisions and substantial improvements to such existing parks, when such development is located in all, or a designated portion of a floodplain.

SPECIAL FLOOD HAZARD AREA (SFHA):

An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-30, AE, A99, or AH.

START OF CONSTRUCTION:

Includes substantial improvement and other proposed new development and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement,

footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE:

A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBDIVISION:

The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heir, or devisees, transfer of ownership or building or lot development. Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.

SUBSTANTIAL DAMAGE:

Damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% or more of the market value of the structure before the damaged occurred.

SUBSTANTIAL IMPROVEMENT:

Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage" or "repetitive loss" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

UNIFORM CONSTRUCTION CODE (UCC):

The statewide building code adopted by the Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party, or the Department of Labor and Industry. Applicable to residential and commercial buildings, the code adopted the International Residential Code (IRC) and International Building Code (IBC), by reference, as the construction standard applicable with the state floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.

VIOLATION:

The failure of a structure or other development to be fully compliant with the Township's floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

§ 143-3. Identification of floodplain areas. [Amended 11-9-2009 by Ord. No. 2009-9]

A. The identified floodplain area shall be:

(1) Any areas of Marple Township classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) dated November 18, 2009, and the accompanying Flood Insurance Rate Maps (FIRMs), dated November 18, 2009 or the most recent revision thereof as issued by the Federal Emergency Management Agency (FEMA), including all digital data developed as part of the Flood Insurance Study; and

(2) Any Community Identified Flood Hazard Areas.

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by the Township and declared to be part of this ordinance

§ 143-4. Description and special requirements of identified floodplain areas.

A. The identified floodplain area shall consist of the following specific areas:

(1) FW (Floodway Area) -- the areas identified in the FIS which represents the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS.

a. Within any floodway area, encroachments, including fill, new construction, substantial improvements, or other development shall not be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of base flood discharge.

b. No new construction or development shall be allowed, unless a permit is obtained from the Department of Environmental Protection.

(2) The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.

a. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.

b. No new construction of development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless a permit is obtained from the Department of Environmental Protection Regional Office.

(3) A Area -- areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no one-percent (1%) annual chance flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. When other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality.

- (4) Shallow Flooding Area -- the areas identified as Zones AO and AH on the FIRM and in the FIS. These areas are subject to inundation by 1-percent-annual chance shallow flooding where average depths are between one (1) and three (3) feet. In Zones AO and AH, drainage paths shall be established to guide floodwaters around and away from structures on slopes.
- (5) Community Identified Flood Hazard Areas shall be those areas where Marple Township has identified local flood hazard or ponding areas, as delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, soils or approximate study methodologies. [Amended 11-9-2009 by Ord. No. 2009-9]

§143-5. Changes in Identification Area

The identified floodplain area may be revised or modified by the Board of Commissioners where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from the Federal Emergency Management Agency. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data.

§143-6. Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The Township shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed CFR 44 60.3.

§ 143-7. Boundary disputes.

- A. In the case of any dispute concerning the boundaries of a floodplain, an initial determination shall be made by the Township Code Enforcement Officer.
- B. Any party aggrieved by the decision of the Code Enforcement Officer as to the boundaries of the floodplain, which may include the grounds that the maps referred to in § 143-3 are or have become incorrect because of changes due to natural or other causes, or changes indicated by detailed hydrologic and hydraulic studies, may appeal to the Zoning Hearing Board as provided in Article XVII of Chapter 300 and §§ 143-11 and 143-12 herein. The burden of proof in such an appeal shall be on the appellant.
- C. Insofar as various natural conditions, including the floodplain as herein defined, may change, such changes may be validated by detailed on-site survey techniques approved by the U.S. Army Corps of Engineers, Philadelphia District. Whether a proposed use is within the floodplain shown on the Floodplain Overlay Map of the Flood Insurance Study shall, upon appeal from the decision of the Code Enforcement Officer, be determined by the Zoning Hearing Board upon receipt of the findings of the detailed on-site survey by the petitioner. The Zoning Hearing Board, in addition to other evidence and standards, shall consider the recommendations of the Township Planning Commission and the Delaware County Planning Department.
- D. All changes to the boundaries of the floodplain are subject to the review and approval of the Federal Emergency Management Agency. [Amended 11-9-2009 by Ord. No. 2009-9]

§ 143-8. Permitted uses.

- A. Cultivation and harvesting of crops in accordance with recognized soil conservation practices.
- B. Outdoor plant nursery or orchard in accordance with accepted soil conservation practices.
- C. Game preserve, wildlife sanctuary, woodland preserve, arboretum and passive recreation or parks, including hiking, bicycle and bridle trails, but including no facilities subject to damage by flooding.
- D. Utility transmission lines.
- E. Sealed water supply wells, subject to the approval of the Township Engineer.
- F. Sanitary sewers, subject to the approval of the Township Engineer.
- G. Front, side or rear yards, and required lot area, for any district, provided that such yards are not to be used for on-site sewage disposal systems or for non-wire fences or any other structure.

§ 143-9. Prohibited uses.

The following uses and activities are specifically prohibited in floodplains. No variance shall be granted:

- A. Freestanding structures, buildings and retaining walls, with the exception of flood retention dams, culverts and bridges as approved by the Pennsylvania Department of Environmental Protection.
- B. Sanitary landfills, dumps, junkyards, outdoor storage of vehicles and materials.
- C. On-site sewage disposal systems.
- D. The construction, placement, enlargement or expansion of manufactured homes.
- E. The construction, enlargement or expansion of hospitals (public or private).
- F. The construction, enlargement or expansion of nursing homes (public or private).
- G. The construction, enlargement or expansion of jails or prison.
- H. Any new or substantially improved structure that will be used for the production or storage of any of the following dangerous materials or substances or that will be used for any activity requiring the maintenance of a supply (of more than 550 gallons or other comparable volume) of any of the following dangerous materials or substances on the premises, or that will involve the production, storage, or use of any amount of radioactive substances shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

Acetone

Ammonia

Benzene

Calcium carbide

Carbon disulfide

Celluloid

Chlorine

Hydrochloric acid

Hydrocyanic acid

Hydrofluoric acid

Magnesium

Nitric acid and oxides of nitrogen

Petroleum products (gasoline, fuel, oil, etc.)

Phosphorus

Potassium

Sodium

Sulfur and sulfur products (including sulfuric and sulphurous acids)

Pesticides (including insecticides, fungicides and rodenticides)

Radioactive substances, insofar as such substances are not otherwise regulated

Any other dangerous materials or substances regulated by the appropriate federal or state agencies.

§ 143-10. Conditional uses.

The Board of Commissioners is authorized to grant conditional uses for the following uses, subject to recommendations of the Planning Commission and Township Engineer and pursuant to the standards in § 143-11:

- A.** Commercial recreation use, whether open to the public or restricted to private membership, such as parks, camps, picnic areas, golf courses, fishing, sport or boating clubs; not to include enclosed structures excepting toilet facilities but permitting piers, docks, floats or shelters usually found in developed outdoor recreational areas. No toilet facilities provided shall be connected to an on-site sewage disposal system.
- B.** Storm sewers or impoundment basins.
- C.** Outlet installations for sewage treatment plants and sewage pumping stations, with approval of the appropriate sewer authorities.
- D.** Dams, bridges and culverts, approved by the Commonwealth of Pennsylvania, Department of Environmental Protection or its successor agency.

E. Paved roads, driveways and parking lots, where required by the regulations for the district applicable to the lot without consideration of this chapter, provided that:

- (1) In the case of roads and driveways no such facilities shall be permitted as a conditional use if practicable alternative alignments exist;
- (2) In the case of parking facilities, no such facility shall be permitted as a conditional use unless satisfactory evidence is submitted that such parking will not be utilized during periods of flood flow, thus posing no threat to the safety of the vehicles, their users, and/or to downstream properties. Temporary parking for periods not to exceed one hour and/or parking for recreation uses would be examples of such exceptions.

F. Grading or regrading of lands, including the deposit of topsoils and the grading thereof and the construction of retaining walls. An application for a conditional use for such use shall also be accompanied by a plan indicating the deposition of any fill or material proposed to be deposited by the grading or regrading of land; such fill or other materials shall be protected against erosion by rip-rap, vegetation cover or bulkheading.

G. Forestry, lumbering and reforestation in accordance with recognized natural resource conservation practices, but permitting no structures.

§ 143-11. Standards for conditional uses or variances.

The Board of Commissioners, in considering a use as a conditional use and the Zoning Hearing Board, in considering a variance, shall bear in mind the objectives of § 143-1 and shall consider the following:

- A. No conditional use or variance shall be granted for construction, development, use or activity within any floodway area that would cause any increase in the BFE.
- B If granted, any variance shall involve only the least modification necessary to provide relief.
- C Lands abutting the waterway, both upstream and downstream, shall not be adversely affected by the proposed use.
- D The general welfare or public interest of Marple Township or of other municipalities in the same watershed shall not be adversely affected.
- E Any new structures or substantial improvements to existing structures permitted by conditional use or by variance shall be constructed and placed on the lot so as to offer the minimum obstruction to the flow of water, be designed to have a minimum effect upon the flow and height of floodwater and comply with the requirements of §§ 143-15 through 143-18.
- F Any new structure or substantial improvement permitted as a conditional use or by variance shall be subject to the requirements of § 143-18.
- G Any additions to existing structures permitted as a conditional use or by variance shall have all utilities and facilities floodproofed in accordance with the provisions contained herein and in the Marple Township Building Code. *Editor's Note: See Ch. 108, Art. I.*
- H In granting a conditional use or variance, the township shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety and welfare and to achieve the objectives of this chapter.

I. No variance shall be granted for development regulated by prohibited activities.

K. Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

§ 143-12. Additional standards for variances.

A property owner of a lot of record, as of the date of the enactment of this chapter, who is able to prove that the strict enforcement of this section would create undue hardship by denying a reasonable use of an existing lot that is situated either wholly or partially in the floodplain, may seek relief by applying for a variance from the Zoning Hearing Board. The Zoning Hearing Board, after deciding upon the merits of the application, may permit the applicant to make some reasonable use of the property in question, while ensuring that such use will not violate the basic objectives of § 143-1 and will be consistent with the standards of § 143-11. An affirmative decision shall be issued by the Zoning Hearing Board only upon a determination that it is the minimum necessary, considering the flood hazard, to provide relief and that:

A. Good and sufficient cause has been shown;

B. Failure to grant the variance would result in exceptional hardship to the applicant; and

C. Granting of the variance will neither:

(1) Result in an unacceptable or prohibited increase in flood height, additional threats to public safety or extraordinary public expense; nor

(2) Create nuisances, cause fraud on or victimize the public or conflict with any other applicable state or local ordinances and regulations.

D. A complete record of all variance requests and related actions shall be maintained by the Township. In addition, a report of all variances granted during the year shall be included in the annual report to FEMA.

§ 143-13. Application procedures for conditional uses or variances.

A. Whenever a variance is granted, the township shall notify the applicant in writing that:

(1) The granting of the variance may result in increased premium rates for flood insurance;

(2) Such variances may increase the risks to life and property.

B. A complete record of all variance requests and related actions shall be maintained by the township. In addition, a report of all variances granted during the year shall be included in the annual report to the Federal Emergency Management Agency. [Amended 11-9-2009 by Ord. No. 2009-9]

C. Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capacity of resisting the base flood

§ 143-14. Procedures for consideration of conditional uses or variances.

A. An application for a zoning permit shall be filed with the Code Enforcement Officer who shall make an initial determination on the application. For a use other than those permitted in § 143-8, an application seeking approval of a conditional use or variance shall be forwarded to the Board of Commissioners or Zoning Hearing Board, as appropriate, along with required studies or information and the findings of the Code Enforcement Officer.

B. The application for conditional use or use by variance shall be accompanied by the following:

- (1) Detailed engineering studies indicating the effects on drainage and streams on all adjacent properties as well as the property in question;
- (2) An application for amending the boundaries of the floodplain if the boundaries will be affected by the proposed conditional use or use by variance.

C. A building and/or zoning permit shall be required before any construction or development is undertaken within any area of the Township. **[Amended 11-9-2009 by Ord. No. 2009-9]**

D. Prior to the issuance of any building or zoning permit, the Building Code Official, Permit Officer and Township Engineer shall review the application for any permit to determine if all other government agency permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act *Editor's Note: See 35 P.S. § 750.1 et seq. (Act 1966-537, as amended)*; the Pennsylvania Dam Safety and Encroachments Act *Editor's Note: See 32 P.S. § 693.1 et seq. (Act 1978-325, as amended)*; the Pennsylvania Clean Streams Act *Editor's Note: See 35 P.S. § 691.1 et seq. (Act 1937-394)*; and the U.S. Clean Water Act, Section 404, 33, U.S.C. § 1334. No permit shall be issued until this determination has been made, and the application shall contain the following minimum information plus any other pertinent information as may be required by the Building Code Official, Permit Officer and/or Township Engineer to make the above determination: **[Added 11-9-2009 by Ord. No. 2009-9]**

- (1) A completed building permit application form.
- (2) A plan of the entire site, clearly and legibly drawn at a scale of one inch being equal to 100 feet or less, showing the following:
 - (a) North arrow, scale, and date;
 - (b) Topographic contour lines, if available;
 - (c) All property and lot lines, including dimensions, and the size of the site expressed in acres or square feet;
 - (d) The location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and land development;
 - (e) The location of all existing streets, drives, and other accessways; and
 - (f) The location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water, including direction and velocities.
- (3) Plans of all proposed buildings, structures and other improvements, drawn at suitable scale, showing the following:
 - (a) The proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;
 - (b) The elevation of the base flood;

(c) If available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood; and

(d) Detailed information concerning any proposed floodproofing measures.

(e) Supplemental information as may be necessary under 34 Pa. Code, Chapters 401 to 405, as amended, and Sections 1612.5.1, 104.7 and 109.3 of the 2003 IBC *Editor's Note: "IBC" refers to the International Building Code.* and Sections R106.1.3 and R104.7 of the 2003 IRC. *Editor's Note: "IRC" refers to the International Residential Code.*

§ 143-15. Technical provisions.

A. No encroachment, alteration or improvement of any kind shall be made to any watercourse until all adjacent municipalities that may be affected by such action have been notified by the municipality and until all required permits or approvals have been first obtained from the Department of Environmental Protection, Bureau of Dams, Waterways and Wetlands. In addition, the Federal Emergency Management Agency and Pennsylvania Department of Community and Economic Development, Bureau of Community Planning, shall be notified prior to any alteration or relocation of any watercourse. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.

B. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this chapter and any other applicable codes, ordinances and regulations.

C. Technical or scientific data shall be submitted by the applicant to FEMA for a Letter of Map Revision (LOMR) as soon as practicable but within six (6) months of any new construction, development, or other activity resulting in changes in the BFE. The situations when a LOMR or a Conditional Letter of Map Revision (CLOMR) are required are:

(1) Any development that causes a rise in the base flood elevations within the floodway; or

(2) Any development occurring in Zone AE without a designated floodway, which will cause a rise of more than one (1) foot in the base flood elevations; or

(3) Alteration or relocation of a stream, including but not limited to installing culverts and bridges.

D. Within any identified floodplain area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless a permit is obtained from the Department of Environmental Protection.

§ 143-16. Elevation and floodproofing requirements.

A. Residential structures.

1. In AE, Zones, any new construction or substantial improvement shall have the lowest floor elevated up to, or above, the regulatory flood elevation.

2. In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor elevated up to, or above, the regulatory flood elevation, determined in accordance with Section §143-4.A(3) of this ordinance.

3. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 24 PA Code (Chapters 401-405 as amended) shall be utilized.

B. Nonresidential structures.

1. In AE, Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor elevated up to, or above, the regulatory flood elevation, or be designed and constructed so that the space enclosed below the regulatory flood elevation:
 - (a) Is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water; and
 - (b) Has structural components with the capability of resisting hydrostatic and hydrodynamic load and effects of buoyancy
2. In A Zones, where no base flood elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor elevated or completely floodproofed up to, or above, the regulatory flood elevation determined in accordance with Section §143-4.A(3) of this ordinance.
3. Any non-residential structure, or part thereof, made watertight below the regulatory flood elevation shall be floodproofed in accordance with the WI or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the US Army Corp of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards.
4. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized.

C. Space below the lowest floor.

1. Fully enclosed space below the lowest floor (including basement) is prohibited.
2. Partially enclosed space below the lowest floor (excluding basement) that will be used solely for parking of a vehicle, building access or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of floodwaters for the purpose of equalizing hydrostatic forces on exterior walls. The term "partially enclosed space" also includes crawl spaces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings having a net total area of not less than one square inch for every square foot of enclosed space;
 - (b) The bottom of all openings shall be no higher than one foot above grade;
 - (c) Openings may be equipped with screens, louvers, etc., or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

3. Accessory structures. Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following:
 - (a) The structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles or to the storage of tools, material and equipment related to the principal use or activity;
 - (b) Floor area shall not exceed 200 square feet;
 - (c) The structure will have low damage potential;
 - (d) The structure will be located on the site so as to create the least obstruction to the flow of floodwaters;
 - (e) Power lines, wiring and outlets will be elevated to the regulatory flood elevation;
 - (f) Permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc., are prohibited;
 - (g) Sanitary facilities are prohibited;
 - (h) The structure shall be adequately anchored to prevent flotation or movement and shall be designed to automatically provide for entry and exit of floodwaters for the purposes of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered engineer or architect or meet or exceed the following minimum criteria:
 - [1] A minimum of two openings have a net total area of not less than one square inch for every square foot of enclosed space;
 - [2] The bottom of all openings shall be no higher than one foot above grade;
 - [3] Openings may be equipped with screens, louvers, etc., or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
4. Historic structures. Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic Places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

§ 143-17. Design and construction standards.

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

A. Fill. If fill is used, it shall:

- (1) Extend laterally at least 15 feet beyond the building line from all points;
- (2) Consist of soil or small rock materials only -- sanitary landfills shall not be permitted;

- (3) Be compacted to provide the necessary permeability and resistance to erosion, scouring or settling;
- (4) Be no steeper than one vertical to two horizontal feet, unless substantiated data, justifying steeper slopes, are submitted to and approved by the Code Enforcement Officer; and
- (5) Be used to an extent to which it does not adversely affect the adjacent properties.

B. Drainage facilities. Storm drainage facilities shall be designed to convey the flow of stormwater runoff in a safe and efficient manner. The system shall ensure proper drainage along streets and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and sanitary sewer facilities and systems.

- (1) All new or replacement water and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of floodwaters;
- (2) Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into floodwaters;
- (3) No part of any on-site sewage system shall be located within any identified floodplain area except in strict compliance with all state and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it or contamination from it, during a flood.
- (4) The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities from Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

D. Other utilities. All other utilities such as gas lines and electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets. The finished elevation of all new streets shall be no more than one foot below the regulatory flood elevation.

F. Storage. All materials that are buoyant, flammable, explosive or, in times of flooding, could be injurious to human, animal or plant life, and not listed in §143-8, shall be stored at or above the regulatory flood elevation and/or floodproofed to the maximum extent possible.

G. Placement of buildings and structures. All buildings and structures shall be designed, located and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have the minimum effect upon the flow and height of floodwater.

H. Anchoring.

- (1) All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse or lateral movement; and
- (2) All air ducts, large pipes, storage tanks and other similar objects or components located below the regulatory flood elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, walls and ceilings.

- (1) Wood flooring used at or below the regulatory flood elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain, without causing structural damage to the building.
- (2) Plywood used at or below the regulatory flood elevation shall be of a marine or water-resistant variety.
- (3) Walls and ceilings at or below the regulatory flood elevation shall be designed and constructed of materials that are water-resistant and will withstand inundation.
- (4) Windows, doors and other components at or below the regulatory flood elevation shall be made of metal or other water-resistant material.

J. Paints and adhesives.

- (1) Paints and other finishes used at or below the regulatory flood elevation shall be of marine or water-resistant quality.
- (2) Adhesives used at or below the regulatory flood elevation shall be of marine or water-resistant variety.
- (3) All wooden components (doors, trim, cabinets, etc.) used at or below the regulatory flood elevation shall be finished with a marine or water-resistant paint or other finishing material.

K. Electrical components.

- (1) Electrical distribution panels shall be at least three feet above the base flood elevation.
- (2) Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment. Water heaters, furnaces, air-conditioning and ventilating units and other electrical, mechanical or utility equipment or apparatus shall not be located below the regulatory flood elevation.

M. Fuel supply systems. All gas and oil supply systems shall be designed to prevent the infiltration of floodwaters into the system and discharges from the system into floodwaters. Additional provisions shall be made for the drainage of these systems in the event that floodwater infiltration occurs.

N. Reasonably safe from flooding. All such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances, and adequate drainage is provided so as to reduce exposure to flood hazards.

O. Uniform Construction Code Coordination. The standards and specifications contained in 34 PA Code (Chapters 401-405) as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest edition thereof: Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest edition thereof: Secs. R104, R105, R109, R323, Appendix AE101, Appendix E and Appendix J.

§ 143-18. Existing structures in identified floodplain areas.

- A. Uses and/or structures rendered nonconforming. Following the adoption of this chapter, any use or structure that is situated within the boundaries of a floodplain and that does not conform to the permitted uses specified in § 143-8 herein, shall become a nonconforming use or structure, regardless of its conformance to the district in which it is located without consideration of this chapter.
- B. Existing structures or uses. The provisions of this chapter do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to an existing structure or when a reconstruction of an existing structure, destroyed by fire or other catastrophe, is proposed, the provisions of this chapter shall apply.
- C. Expansion or continuance of nonconforming structures or uses.
- (1) The expansion or continuance of a nonconforming use or structure that is nonconforming with respect to the district in which is located without consideration of this chapter shall be governed by the requirements of Article XV of Chapter 300, Zoning. However, the Zoning Hearing Board shall ensure that the standards contained in §§ 143-11 and 143-12, as well as the provisions of this section are applied to the expansion or continuance of said use or structure.
 - (2) The expansion or continuance of a nonconforming use or structure that is rendered a nonconforming use or structure by adoption of this chapter shall be governed by the standards contained in §§ 143-11 and 143-12 as well as the provisions of this section. The Zoning Hearing Board shall ensure that these standards are enforced with respect to said nonconforming use or structure.
- D. Standards for improvements and reconstruction. The following provisions shall apply whenever any improvement is made to an existing structure located within any identified floodplain area:
- (1) No expansion, enlargement or reconstruction of an existing structure shall be allowed within any floodway area that would cause any increase in the BFE;
 - (2) Any modification, alteration, reconstruction or improvement of any kind to an existing structure, to an extent or amount of 50% or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this chapter;
 - (3) Any modification, alteration, reconstruction or improvement of any kind to an existing structure, to an extent or amount of less than 50% of its market value, shall be elevated and/or floodproofed to the greatest extent possible.
 - (4) The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC.
 - (5) Within any floodway area, no new construction or development shall be allowed, unless a permit is obtained from the Department of Environmental Protection Regional Office.

§143-19. Special requirements for subdivisions.

All subdivision proposals and development proposals containing at least fifty (50) lots or at least five (5) acres, whichever is the lesser, in identified floodplain areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR), Submittal requirements and processing fees shall be the responsibility of the applicant.

§143-20. Special requirements for recreational vehicles.

A. Recreational vehicles in Zones A and AE must either:

- (1) Be on the site for fewer than 180 consecutive days; and
- (2) Be fully licensed and ready for highway use, and
- (3) Be removed from the floodplain when a flood warning is issued.

§ 143-21. Abrogation and greater restrictions.

This chapter supersedes any other conflicting provisions that may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this chapter, the more restrictive shall apply.

§ 143-22. Warning and disclaimer of liability.

The degree of flood protection sought by the provisions of this chapter is considered reasonable for regulatory purposes and is based on acceptable engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This section does not imply that areas outside any identified floodplain areas or that land uses permitted within such areas will be free from flooding or flood damages. This section shall not create liability on the part of the township or any officer or employee thereof for any flood damages that result from reliance on this section or any administrative decision made thereunder.

§ 143-23. Violations and penalties. [Amended 6-12-2000 by Ord. No. 2000-10]

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be punishable by a fine of not more than \$1,000, plus costs of prosecution and in default of payment of such fine and costs by imprisonment for not more than 30 days.

§ 143-24. Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

§ 143-25. Floodplain Administrator

The Zoning Officer is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Township Manager.

§ 143-26. Duties and Responsibilities of the Floodplain Administrator

- A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.
- B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.
- C. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any repetitive loss concerns can be addressed before the permit is issued.
- D. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.
- E. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.
- F. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Board for whatever action it considers necessary.
- G. The Floodplain Administrator shall maintain in perpetuity all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.
- H. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program.
- I. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the floodplain administrator/manager.

The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC or the latest edition thereof adopted by the State of Pennsylvania.

Section II: If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Commissioners of the Township of Marple hereby declare that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section III: Nothing in this Ordinance hereby adopted shall be construed to affect any other suit or proceeding pending in any court or any rights acquired or liability incurred, or any cause of causes of action acquired or existing, nor shall any just legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section IV: This Ordinance and rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from and after the date of its final passage and adoption until modified, amended or rescinded by Marple Township, Delaware County, Pennsylvania.

Section V: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ENACTED AND ADOPTED by the Board this 13th day of July 2015.

Marple Township
Board of Commissioners

BY: _____
Joseph Rufo, President

ATTEST: _____
Sharon Angelaccio, Secretary

NOTICE
TOWNSHIP OF MARPLE

Notice is hereby given that the Board of Commissioners of Marple Township, at their July 13, 2015 regular Business meeting, will consider and take action on a proposed ordinance repealing and replacing Chapter 143, Floodplain Management, of the Township Code with new regulations for the construction and development within areas of the Township which are subject to flooding in order to protect the health, safety and welfare of the residents of the Township. The following of which is a summary of the ordinance:

TOWNSHIP OF MARPLE
ORDINANCE NO.
(summary)

ORDINANCE NO.: _____

AN ORDINANCE REPEALING AND REPLACING CHAPTER 143: FLOODPLAIN MANAGEMENT REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE TOWNSHIP OF MARPLE WHICH ARE SUBJECT TO FLOODING; ESTABLISHING CRITERIA FOR IDENTIFICATION AND DESCRIPTION OF FLOODPLAIN AREAS, PROVIDING FOR PERMITTED AND PROHIBITED USES; ESTABLISHING STANDARDS FOR CONDITIONAL USES AND VARIANCES; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

Section 1. Amends Chapter 143, Floodplain Management, to repeal the current Chapter 143 in its entirety and replace with a new Chapter 143 as follows.

- § 143-1 Intent
- § 143-2 Applicability and Scope; Definitions
- § 143-3 Identification of floodplain areas
- § 143-4 Description and special requirements
- § 143-5 Changes in identification areas
- § 143-6 Jurisdictional boundary changes
- § 143-7 Boundary disputes
- § 143-8. Permitted uses.
- § 143-9. Prohibited uses.
- § 143-10. Conditional uses
- § 143-11. Standards for conditional uses or variances.
- § 143-12. Additional standards for variances.
- § 143-13. Application procedures for conditional uses or variances.

- § 143-14. Procedures for consideration of conditional uses or variances.
- § 143-15. Technical provisions
- § 143-16. Elevation and floodproofing requirements.
- § 143-17. Design and construction standards.
- § 143-18. Existing structures in identified floodplain areas.
- §143-19. Special requirements for subdivisions.
- §143-20. Special requirements for recreational vehicles
- § 143-21. Abrogation and greater restrictions.
- § 143-22. Warning and disclaimer of liability.
- § 143-23. Violations and penalties.
- § 143-24. Severability
- § 143-25. Floodplain Administrator
- § 143-26. Duties and Responsibilities of the Floodplain Administrator

Section 2. Provides for the severability of the ordinance.

Section 3. Provides for a savings clause.

Section 4. Provides for an enactment date

Section 5. Provides for a repealer

The full text of the ordinance is available for review in the office of the Township Secretary, 227 S. Sproul Road, Broomall, PA., during normal business hours, M-F, 8:30 AM to 5PM; in the Delaware County Law Library and in the offices of this newspaper.

All interested persons may appear and be heard at the scheduled meeting. Any individual wishing to participate in the meeting and needing an auxiliary aid, service or other accommodation should contact the Township Administrative office at 610-356-4040 to determine how the Township can best provide assistance.

Sharon L. Angelaccio
Township Secretary

Marple Township
Delaware County, PA

NOTICE

Notice is hereby given that the Board of Commissioners of Marple Township, at their July 13, 2015 regular Business meeting, will consider and take action on a proposed Zoning Code Amendment establishing a new commercial zoning district entitled Highway Interchange District. The title and a summary of the proposed ordinance prepared by the Township Solicitor follows:

ORDINANCE NO:

AN ORDINANCE OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF MARPLE, CHAPTER 300, ZONING, BY AMENDING ARTICLE 11, DEFINITIONS, TO ADD THE DEFINITION OF "HIGHWAY INTERCHANGE DISTRICT TRACT" AND BY AMENDING ARTICLE V-COMMERCIAL DISTRICTS, BY ADDING A NEW SECTION 300-43.1 ENTITLED "HIGHWAY INTERCHANGE DISTRICT" AND TO PROVIDE A STATEMENT OF INTENT, USE REGULATIONS, AREA AND BULK REGULATIONS, DEVELOPMENT STANDARDS, SIGNAGE REGULATIONS AND SPECIAL REGULATIONS WITHIN THE ZONING DISTRICT.

Section 1. Amends Section 300-14 to add definition of "Highway Interchange District Tract".

Section 2. Adds new Section 300-43.1 Highway Interchange District and provisions regarding:

A. Intent;

B. Use Regulations. Uses by Right and Uses Permitted as Conditional Use;

C. Area, Bulk Regulations and Development Standards. Requirements for tract location, tract area, maximum building coverage, maximum impervious coverage, maximum height of buildings, minimum building setback from streets, minimum building setback from a Highway Interchange District Tract Boundary, minimum surface parking areas setback from streets, minimum surface parking area setback from Highway Interchange District Tract Boundaries, buffering from a Highway Interchange District Tract boundary adjacent to a residential use in a residential district, buffering and landscaping, existing non-conformities, preservation of environmentally sensitive areas, off-street parking and loading and lighting.

D. Signs. Regulations for permitted signs, main West Chester Pike entrance sign, monument sign, driveway entrance sign, wall mounted signs, directory signs, traffic control, flags, and calculation of sign area.

E. Special Regulations. Regulations for Unified Plan, Ownership, condominium, bus shelters, utilities, traffic and design guidelines.

Section 3. Repeals inconsistent ordinances.

The full text of the ordinance is available for review in the office of the Township Secretary, 227 S. Sproul Road, Broomall, PA., during normal business hours, M-F, 8:30 AM to 5PM; on the Twp Website: www.marpletwp.com; in the Delaware County Law Library and in the offices of this newspaper.

All interested persons may appear and be heard at the scheduled meeting. Any individual wishing to participate in the meeting and needing an auxiliary aid, service or other accommodation should contact the Township Administrative office at 610-356-4040 to determine how the Township can best provide assistance.

Sharon L. Angelaccio
Township Secretary

**TOWNSHIP OF MARPLE
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE “CODE OF THE TOWNSHIP OF MARPLE”, CHAPTER 300, ZONING, AS AMENDED, BY AMENDING ARTICLE II, DEFINITIONS, BY ADDING THE DEFINITION OF HIGHWAY INTERCHANGE DISTRICT TRACT AND BY AMENDING ARTICLE V – COMMERCIAL DISTRICTS, BY ADDING A NEW SECTION 300-43.1 ENTITLED “HIGHWAY INTERCHANGE DISTRICT” AND TO PROVIDE A STATEMENT OF INTENT, USE REGULATIONS, AREA AND BULK REGULATIONS AND DEVELOPMENT STANDARDS, SIGNAGE REGULATIONS AND SPECIAL REGULATIONS.

The Board of Commissioners of the Township of Marple, Delaware County, Pennsylvania, does hereby ENACT AND ORDAIN THAT:

Section 1. The Code of the Township of Marple, Article II, Definitions, Section 300-14, is amended by adding the definition of “Highway Interchange District Tract” to be as follows:

“Highway Interchange District Tract” –

“An area of land consisting of one or more lots planned for unified commercial uses considered as a single entity for land development and as shown on one Land Development Plan, whether or not the lots are separated by a street”.

Section 2. The Code of the Township of Marple, Article V – Commercial Districts, by adding a new Section 300-43.1 entitled “Highway Interchange District” and providing a Statement of Intent, Use Regulations, Area and Bulk Regulations and Development Standards, Signage Regulations and Special Regulations, as follows:

300-43.1 Highway Interchange District

A. Intent. The Intent of the Highway Interchange District is:

1. To provide appropriate locations for a variety of commercial/business uses in a close proximity to major highway interchanges so that vehicular access to the uses will have negligible impact on local roadways.
2. To provide for the development of a well-planned, designed, built and maintained commercial/business complex consisting of a combination of retail, shopping, professional, health and business facilities and offices and entertainment on a large Highway Interchange District Tract of ground.
3. To preserve substantial portions of environmentally sensitive areas on the Highway Interchange District Tract in their existing state by having Conservation Easement Areas consisting of streams, wetlands, woodlands and steep slopes thereby creating viewscapes from the commercially developed areas resulting in a unique blending of a natural and commercial setting.

B. Use Regulations. The uses permitted in the Highway Interchange District are as follows:

1. Uses by Right.
 - (a) Supermarkets, including a grocery pick-up facility either in a free-standing building or as part of a convenience store or Supermarket.
 - (b) Convenience store with or without a motor vehicle fuel dispensing facility; provided, however, if the fuel dispensing facility includes diesel fuel, it shall be limited to one (1) diesel dispensing station with not more than two (2) hoses, each hose pumping not more than ten (10) gallons per minute.

- (c) Retail stores and services.**
- (d) Restaurants.**
- (e) Banks and financial institutions.**
- (f) Pharmacies.**
- (g) Business or professional offices.**
- (h) Outpatient medical facilities.**
- (i) Hotels, provided the hotel is a minimum of three stories.**
- (j) Educational establishments or studios for dance, art or music.**
- (m) Civic or municipal facilities**
- (n) Accessory uses customarily incidental to the uses listed above.**

2. Uses permitted as a Conditional Use.

- (a) Restaurants with drive-thru facilities and/or outdoor seating.**
- (b) Banks and financial institutions with drive-thru facilities.**
- (c) Pharmacies with drive-thru facilities.**
- (d) Cinemas or similar recreational or cultural establishments.**
- (e) Health club, fitness or exercise facilities.**
- (f) Nursery schools or day care centers.**

C. Area, Bulk Regulations and Development Standards

1. The following Area, Bulk and Development Regulations shall control development in the Highway Interchange District:
 - (a) **Highway Interchange District Tract Location.** The Highway Interchange District Tract shall be located within one-third of a mile of an interchange of an interstate highway with a major state highway.
 - (b) **Highway Interchange District Tract Area.** The minimum size of the Highway Interchange District Tract shall be twenty-five (25) acres exclusive of any street rights of way.
 - (c) **Maximum Building Coverage.** Not more than twenty-five percent (25%) of the Highway Interchange District Tract, and each portion thereof separated by a street shall be occupied by buildings.
 - (d) **Maximum Impervious Coverage.** Not more than seventy percent (70%) of the Highway Interchange District Tract shall consist of impervious surfaces, and not more than seventy-five percent (75%) of any portion thereof separated by a street shall consist of impervious surfaces.
 - (e) **Maximum Gross Floor Area.** The total of Gross Floor Area of all buildings and structures within a Highway Interchange District Tract shall not exceed the number of square feet determined by multiplying the number of acres of the Highway Interchange District Tract times 8,500. (The Maximum Gross Floor Area of all buildings and structures within a Highway Interchange District Tract shall not exceed 8,500 square feet per acre of the Highway Interchange District Tract.
 - (f) **Maximum Height of Buildings.** No building shall exceed fifty-five (55) feet in height.

- (g) **Minimum Building Setback from Streets.** A building shall be set back a minimum of sixty (60) feet from an arterial street and twenty (20) feet from a street traversing the Highway Interchange District Tract.
- (h) **Minimum Building Setback from a Highway Interchange District Tract Boundary.** A building shall be set back a minimum of one hundred (100) feet from a Highway Interchange District Tract Boundary adjacent to an existing residential use in a Residential District and thirty-five (35) feet from all other Highway Interchange District Tract Boundaries.
- (i) **Minimum Surface Parking Areas Setback from Streets.** A Surface Parking Area shall be set back a minimum of ten (10) feet from streets.
- (j) **Minimum Surface Parking Area Set Back from Highway Interchange District Tract Boundaries.** A Surface Parking Area shall be set back a minimum of eighty (80) feet from a Highway Interchange District Tract Boundary adjacent to an existing residential use in a Residential District and ten (10) feet from all other Highway Interchange District Tract Boundaries.
- (k) **Buffering from a Highway Interchange District Tract Boundary Adjacent to a Residential Use in a Residential District.** Except as provided in Subparagraph (l) hereof, there shall be an eighty (80) foot buffer area from a Highway Interchange District Tract Boundary adjacent to an existing residential use in a Residential District. The perimeter buffer shall provide a continuous visual screen by use of a combination of deciduous and/or evergreen plantings, berms, walls and/or fencing.
- (l) **Buffering and Landscaping.** In addition to buffering required by Subparagraph (j), and notwithstanding the Buffering and Landscaping

Requirements of Article X, due to the complexity of a large Tract required for development in a Highway Interchange District, the Buffering and Landscaping Requirements need to be determined on a site by site basis. Therefore, the Applicant shall submit a detailed Buffering and Landscaping Plan as part of the Land Development Plan to be approved by the Board of Commissioners during the Land Development Plan Application process.

- (m) **Existing Non-Conformities.** Any roads, structures or buildings existing on the Highway Interchange District Tract which do not conform to the above setback requirements or are located within a buffer area are deemed to be non-conforming and may remain.
- (n) **Preservation of Environmentally Sensitive Areas.** Any area of the Highway Interchange District Tract designated as Conservation Easement Area on the Land Development Plan shall be preserved in its existing state and a “Declaration of Restrictive Covenants for Conservation” recorded with the Office of the Recorder of Deeds of Delaware County, Pennsylvania, simultaneously with the recording of the Final Land Development Plan.
- (o) **Off-Street Parking and Loading.** All off-street parking and loading standards in Article XI of the Marple Township Zoning Ordinance shall apply to the Highway Interchange District, except the number of required parking spaces, including spaces designated for cart storage, shall be four (4) parking spaces for each one thousand (1,000) square feet of gross floor area of buildings on the Highway Interchange District Tract.
- (o) **Lighting.** A Lighting Plan shall be submitted as part of the Land Development Plan in accordance with the Design Guidelines requirements of Subparagraph E.7.(b) hereof.

D. **Signs.** Supplemental to and notwithstanding any provisions Article XII, "Signs" of the Marple Township Zoning Ordinance to the contrary, the following Sign Regulations shall apply in a Highway Interchange District (it being the intent that the provisions of Article XII shall continue to apply in the Highway Interchange District except where in conflict with the provisions of this Section 300-43.1.D, in which case this Section 300-43.1.D shall apply):

1. **Permitted Signs:**

(a) **Main West Chester Pike Entrance Sign** – One (1) main entrance sign at the West Chester Pike entrance identifying the name of the development and Tenants in the Highway Interchange District and/or Tenants with frontage on those portions of Langford Run Road and Langford Road, between West Chester Pike and Lawrence Road, provided that all properties are under Common Ownership, shall be permitted in the Highway Interchange District, subject to the following:

- (1) The maximum surface display area of the sign shall not exceed two hundred fifty (250) square feet on any one face.
- (2) The maximum height shall not exceed twenty-five (25) feet.
- (3) The sign shall not overhang any parking area, drive or pedestrian walkway or be closer than five (5) feet to a street right-of-way or be installed in a sight triangle necessary for the clear view of traffic.

(b) **Monument Sign.** One (1) Monument Sign shall be permitted on one (1) pad site along the Tract frontage on West Chester Pike, subject to the following:

- (1) The maximum total surface display area of the sign shall be fifty (50) square feet on any one face.
- (2) The maximum height shall not exceed twelve (12) feet.

- (3) The sign shall not overhang any parking area, drive or pedestrian walkway or be closer than five (5) feet to a street right-of-way or be installed in a sight triangle necessary for the clear view of traffic.
- (c) **Driveway Entrance Sign.** A sign shall be permitted at each driveway entrance to a parking field from the road traversing the Highway Interchange District Tract, subject to the following:
- (1) The maximum surface display area of any one face of the sign shall not exceed one hundred (100) square feet.
 - (2) The maximum height shall not exceed ten (10) feet.
 - (3) The sign shall not overhang any parking area, drive or pedestrian walkway or be closer than five (5) feet to a street right-of-way or be installed in a sight triangle necessary for the clear view of traffic.
- (d) **Wall Mounted Signs.** Signs mounted on the walls or facades of a building shall be permitted, subject to the following:
- (1) (a) The area of Wall Mounted Signs on the Primary Wall/Façade of a building shall not exceed one (1) square foot of sign area for every ten (10) square feet of the Primary Wall/Façade to which it is attached, including windows, doors and cornices, or three hundred (300) square feet, whichever is less.
 - (b) The area of Wall Mounted Signs on one other wall/facade of a building shall not exceed .5 square feet of sign area for every ten (10) square feet of wall/facade to which it is attached, including windows, doors

and cornices, or one hundred (100) square feet, whichever is less.

- (2) **Wall Mounted signs** shall be installed parallel to the supporting wall and project no more than eighteen (18) inches from the face of such wall and shall not extend above the roof line of such building.
- (e) **Directory Signs.** At each of the driveway entrances to the parking fields from the road traversing the Highway Interchange District Tract, one (1) sign for the direction of traffic to parking or identification of individual buildings or tenants within the development shall be permitted, subject to the following:
- (1) The maximum surface display area of each sign shall not exceed forty (40) square feet on any one face.
 - (2) The maximum height shall not exceed five (5) feet.
 - (3) Each sign shall be set back a minimum of five (5) feet from the curb line or edge of paving of any driveway measured from the vertical plane established by the leading edge of the sign. The sign shall not be installed in a sight triangle necessary for the clear view of traffic.
- (f) **Traffic Control.** Signs for the control of vehicular traffic shall be permitted, provided that the area of each sign shall not exceed seven (7) square feet in size.
- (g) **Flags.** Flags of the United States of America, other sovereign nations, the Commonwealth of Pennsylvania, Delaware County, Marple Township, and the corporate flags of the name of the Development or its tenants shall be permitted,

provided that the total number and location of such flags shall be subject to the review and approval of the Commissioners and that the square footage of each flag shall not be greater than twenty-five (25) square feet.

- (h) **Calculation of the Sign Area.** For the purposes of this section, “surface display area” or “sign area” shall mean the entire area within a continuous perimeter formed by straight lines joined at right angles which enclose the extreme limits of the writing, background, representation or display of the sign face. The supports, uprights or structure on which any sign is supported shall not be included in determining the surface display area unless such supports, uprights or structure are designed in such a manner as to form an integral background of the display or conveys meaning.

E. Special Regulations.

1. **Unified Plan.** The Highway Interchange Development Plans shall consist of a unified, harmonious grouping of buildings, parking areas, landscaped areas, buffer areas and Conservation Easement areas planned and designed as an integrated unit. The Tract may be developed in phases under the Highway Interchange District Land Development Plans.
2. **Ownership.** The Tract of land to be developed shall be in single ownership or shall be the subject of an application filed jointly by all of the owners of the entire Tract, together with an Agreement that the Tract will be developed under single direction in accordance with an approved Land Development Plan.
3. **Condominium.** The owner/owners of a property in the Highway Interchange District, who have received Land Development Plan approval for a project, shall be permitted to subject their property to the Pennsylvania Uniform Condominium Act without having to obtain separate Land Development Plan approval for the establishment of the condominium.

4. **Bus Shelters.** Bus Shelter(s) shall be provided at location(s) consistent with area bus routes and subject to approval during Land Development Plan review.
5. **Utilities.** All utility lines servicing a Highway Interchange District shall be underground.
6. **Traffic.** A traffic impact study shall be required and submitted as part of the Land Development Plan process. The extent of the traffic study is to be determined by the Township Engineer.
7. **Design Guidelines.** The owner/owners shall submit Design Guidelines for the development in the Highway Interchange District to the Township during the Land Development Plan process, which shall be reviewed by the Township as part of the land development process and if approved, become a part of the Land Development Plans. The design guidelines shall include, but not necessarily be limited to, the following:
 - (a) Architectural design guidelines for all of the principal buildings, such guidelines providing for façade ornamentation, building offsets, window treatments, variations of roof lines and other elements designed to reduce the horizontal mass of the buildings.
 - (b) Landscape Design Guidelines for proposed trees, shrubs and ground cover, as well as Hardscape Design Guidelines for such features as pavers, benches, waste receptacles and lighting.

Section 3. All Ordinances or parts of Ordinances inconsistent herewith be and the same are hereby repealed.

ENACTED AND ORDAINED this ____ day of _____ 2015.

TOWNSHIP OF MARPLE

BY: _____

**President
Board of Commissioners**

**ATTEST: _____
Township Secretary**

Marple Township
Delaware County, PA

NOTICE

Notice is hereby given that the Board of Commissioners of Marple Township, at their July 13, 2015 regular Business meeting, will consider and take action on the following proposed Zoning Map Amendment Ordinance:

ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE "CODE OF THE TOWNSHIP OF MARPLE", CHAPTER 300, ZONING, BY AMENDING THE ZONING CODE AS AMENDED, BY AMENDING THE ZONING MAP AND CHANGING THE ZONING CLASSIFICATION OF 30.638 ACRES OF LAND FROM THE EXISTING CLASSIFICATIONS OF 0-1 OFFICE IN PART AND R-1 RESIDENTIAL IN PART TO A CLASSIFICATION OF HIGHWAY INTERCHANGE DISTRICT. A LEGAL DESCRIPTION OF THE PROPERTY HEREBY RE-ZONED IS SET FORTH IN THIS ORDINANCE.

The Board of Commissioners of the Township of Marple, Delaware County, Pennsylvania, does hereby ENACT AND ORDAIN THAT:

Section 1. The "Code of the Township of Marple", specifically the Zoning Code, Chapter 300, as amended, and the Zoning Map of the Township of Marple, are hereby amended by changing the zoning classification of the following described lands from 0-1 Office In Part and R-1 Residential In Part to Highway . Interchange District:

ALL THAT CERTAIN parcel of land SITUATE in the Township of Marple Township, Delaware County, Pennsylvania, being described as Overall Tract on Zoning Exhibit for Marple Associates dated June 14, 2012 and last revised September 6, 2012 by Chester Valley Engineers, Inc., Pennsylvania, and being more fully described as follows:

BEGINNING at a the intersection of the easterly right of way line of Langford Run Road, (60 feet wide) with the easterly right of way line of Langford Road, (variable width); thence from the point of beginning, crossing said Langford Road, South 51 degrees 51 minutes 57 seconds West 80.03 feet to a point on the southwesterly right of way line of Langford Run; thence along said right of way line the following two (2) courses and distances: (1) along a curve to the left having a radius of 205.00 feet, an arc distance of 180.98 feet and a chord bearing North 63 degrees 25 minutes 32 seconds West 175.16 feet to a point of tangency; (2) North 88 degrees 43 minutes 00 seconds West 69.01 feet; thence leaving said right of way line, North 13 degrees 25 minutes 00 seconds West 16.50 feet to a point on the title line of Langford Road; thence along said title line the following three (3) courses and distances: (1) South 76 degrees 35 minutes 00 seconds West 158.00 feet to a point of curvature; (2) along a curve to the right having a radius

of 336.95 feet, an arc distance of 166.53 feet and a chord bearing North 89 degrees 15 minutes 30 seconds West 164.84 feet to a point of tangency; (3) North 75 degrees 06 minutes 00 seconds West 296.80 feet; thence leaving said title line, North 23 degrees 03 minutes 31 seconds East 202.49 feet; (2) North 44 degrees 12 minutes 00 seconds West 77.00 feet; (3) North 27 degrees 19 minutes 00 seconds West 135.06 feet; (4) North 49 degrees 11 minutes 00 seconds West 145.34 feet; (5) North 71 degrees 55 minutes 00 seconds West 257.73 feet; (6) North 03 degrees 46 minutes 00 seconds West 222.78 feet (7), North 52 degrees 34 minutes 05 seconds East 751.36 feet; (8) North 54 degrees 59 minutes 32 seconds West 65.98 feet; (9) North 28 degrees 36 minutes 43 seconds East 152.24 feet to a point on the southerly right of way line of Vassar Road, (50' feet wide), thence along said right of way line, South 68 degrees 38 minutes 05 seconds East 16.54 feet; thence crossing said Vassar Road, North 21 degrees 21 minutes 55 seconds East 50.00 feet to a point on the northerly right of way; thence along said right of way, North 68 degrees 38 minutes 05 seconds West 40.01 feet thence along lands now or late of Marple Associates, North 21 degrees 21 minutes 55 seconds East 79.49 feet to point on the westerly right of way line of Langford Run Road; thence along said right of way, along a curve to the right having a radius of 205.00 feet, an arc distance of 27.54 feet and a chord bearing North 8 degrees 12 minutes 44 seconds East 27.52 feet to a point of reverse curvature; thence along a curve to the left having a radius of 70.00 feet, an arc distance of 98.60 feet and a chord bearing North 28 degrees 17 minutes 25 seconds West 90.64 feet to a point of cusp, a point on the southerly right of way line of West Chester Pike, PA Route 3, S.R. 0003; thence along said right of way line, South 68 degrees 38 minutes 27 seconds East 374.86 feet; thence leaving said right of way line, along lands now or late of Marple Associates, South 52 degrees 34 minutes 05 seconds West 20.76 feet; thence continuing along other lands of Marple Associates the following two (2) courses and distances: (1) South 34 degrees 00 minutes 40 seconds East 424.22 feet; (2) South 04 degrees 03 minutes 34 seconds West 191.87 feet to a point on the southwesterly right of way line of Langford Run Road, 60 feet wide; thence along said right of way line the following five (5) courses and distances: (1) along a curve to the right having a radius of 325.00 feet, an arc distance of 148.21 feet and a chord bearing South 19 degrees 12 minutes 51 seconds East 146.93 feet to a point of tangency; (2) South 06 degrees 09 minutes 00 seconds East 250.37 feet; (3) South 04 degrees 25 minutes 09 seconds East 499.24 feet to a point of curvature; (4) along a curve to the left having a radius of 425.00 feet, an arc distance of 111.62 feet and a chord bearing South 11 degrees 56 minutes 34 seconds East 111.30 feet to a point of tangency; (5) South 19 degrees 28 minutes 00 seconds

East 26.57 feet to the point and place of beginning; and CONTAINING 30.638 acres of land, be the same, more or less.

Section 2. The Township Engineer is directed to revise the Zoning Map of Marple Township, Delaware County, Pennsylvania, dated April 14, 1997, as last revised, to incorporate the change of the above described property from 0-1 Office In part and R-1 Residential In Part to Highway Interchange Distinct.

Section 3. All Ordinances or parts of Ordinances inconsistent herewith be and the same are hereby repealed.

ENACTED AND ORDAINED THIS day of 2015.

Attest:
Twp Secretary

TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS

BY:

The full text of the ordinance is also available for review in the office of the Township Secretary, 227 S. Sproul Road, Broomall, PA., during normal business hours, M-F, 8:00 AM to 4:30PM; on the Twp Website: www.marpletwp.com; in the Delaware County Law Library and in the offices of this newspaper.

All interested persons may appear and be heard at the scheduled meeting. Any individual wishing to participate in the hearing and needing an auxiliary aid, service or other accommodation should contact the Township Administrative office at 610-356-4040 to determine how the Township can best provide assistance.

Sharon L. Angelaccio
Township Secretary

Resolution No. 3616

RESOLVED, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the General Fund between the following accounts for the month of June 2015:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
001-0433-0002-000-0000	001-0432-2460-000-0000	Snow Removal - Materials	\$ 373.50
001-0433-0002-000-0000	001-0434-3000-000-0000	Other Services & Charges	\$ 22.77
001-0471-1005-000-0000	001-0472-1005-000-0000	Interest - Series A 2015 Twp Bldg	\$ 1,643.58
001-0471-1005-000-0000	001-0472-1006-000-0000	Interest - Series A 2015 Sussex	\$ 6,574.33
			<u>\$ 8,614.18</u>

RESOLVED, this 13th day of July , 2015.

**TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS**

By: _____

Joseph A. Rufo, President
Board of Commissioners

ATTEST: _____

Sharon L. Angelaccio
Township Secretary

Resolution No. 3617

RESOLVED, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the Paxon Hollow Fund between the following accounts for the month of June 2015 :

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
005-0471-2000-000-0000	005-0472-2000-000-0000	Interest - Series B 2015	\$ 6,967.00
			<u>\$ 6,967.00</u>

RESOLVED, this 13th day of July, 2015.

**TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS**

By:

Joseph A. Rufo, President
Board of Commissioners

ATTEST:

Sharon L. Angelaccio
Township Secretary

Resolution No. 3618

RESOLVED, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the Sewer Fund between the following accounts for the month of June 2015.

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
008-0429-3000-000-0000	008-0429-2380-000-0000	Uniform Rentals	\$ 341.31
			<u>\$ 341.31</u>

RESOLVED, this 13th day of July 2015.

**TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS**

By:

Joseph A. Rufo President
Board of Commissioners

ATTEST:

Sharon L. Angelaccio
Township Secretary

RESOLUTION
LEASE-PURCHASE NO. 001-0589847-307
DATED AS OF May 11, 2015

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. **001-0589847-307** dated **May 11, 2015** (the "Lease"), in the principal amount of **\$124,730.00**, between **Township of Marple, 227 South Sproul Road, Broomall, PA 19008** and **TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; providing **3 Annual** lease payments of **\$42,695.00** each from legally available funds; and prescribing other details in connection therewith.

WHEREAS, Township of Marple, (the "Lessee") is a Municipalities duly organized and existing pursuant to the Constitution and laws of the State of Pennsylvania; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, **TCF Equipment Finance, a division of TCF National Bank**, (the "Lessor") is a Corporation duly organized, existing, and in good standing under the laws of the State of Minnesota, shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

X **NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF LESSEE:**

X Section 1. The _____ or _____ acting on behalf of Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before _____, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of **\$124,730.00** bearing interest as set forth in Exhibit C of the Lease; said Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Pennsylvania.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

X ADOPTED AND APPROVED this ____ day of _____, 20 ____.

Lessee: Township of Marple

X

By:

X

Print

Name: _____

X

Title: _____



May 11, 2015

Township of Marple
227 South Sproul Road
Broomall, PA 19008

Re: Equipment Lease Number 001-0589847-307 Dated May 11, 2015

Dear Ed O'Lone:

Thank you for choosing TCF Equipment Finance, a division of TCF National Bank as your business partner. Enclosed are the required documents to complete your transaction.

Please express mail the signed documents to the following address:

TCF Equipment Finance, a division of TCF National Bank
1111 W. San Marnan Drive, Suite A2 West
Waterloo, IA 50701
Attn: Marisa Meyers

We appreciate your business!

If you have any questions please contact:

Joe Sikorski
(610) 966-8194

Jeanice Jenkins
(317) 328-1161

Marisa Meyers
(800) 215-4738



LEASE PURCHASE AGREEMENT

Table with 2 columns: 'Lessee' (Township of Marple, 227 South Sproul Road, Broomall, PA 19008) and 'Lessor' (TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305).

1. LEASE OF PROPERTY. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto.

2. ACCEPTANCE; TERM. Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes.

3. RENT. Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due Annual commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each year thereafter until fully paid unless terminated earlier pursuant to Section 5, 15 or 21 hereof.

4. DELIVERY; PAYMENT OF PROPERTY COST; COSTS. The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessee's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property.

5. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the Commonwealth of Pennsylvania with Lessee's fiscal year ending on December 31 of each calendar year. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease for any of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments for Lessee's current fiscal year. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5, which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 22 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. **LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes.

7. **TITLE; SECURITY INTEREST.** During the Lease Term title to the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to all Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee's interest shall be that of owner and holder of legal title and Lessor's interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver with respect to the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

11. **LOCATION; INSPECTION.** The Property will not be removed from, or if the Property consists of rolling stock its permanent base will not be changed from, the Property Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Property Location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall be liable for all costs of maintaining Lessor's first priority perfected security interest in the Equipment, keeping the Equipment free of all encumbrances and security interests prohibited hereby and removing same if they should arise. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair, or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C into this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of **\$1,000,000.00** combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Property from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event

of Default under this lease. NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.

15. **LESSEE'S OPTION TO PURCHASE.** At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee shall be deemed to have exercised such purchase option, whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor.

16. **LESSEE CERTIFICATION.** Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee and that the Rent Payments due hereunder do not constitute debt on the part of Lessee within the meaning of the laws of the Commonwealth of Pennsylvania.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(a) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been had such payments been exempt from taxation under Section 103 of the Code.

17. **LESSEE NEGLIGENCE.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. **ESSENTIAL USE.** It is Lessee's intent to make Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld,

Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE ALL AMOUNTS WHICH BECOME DUE HEREUNDER.

20. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after receipt of written notice thereof from Lessor;

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;

(c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

21. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessor in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;

(c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder; and

(d) Exercise any other right, remedy or privilege which may be available to it under applicable law including the right to (i) proceed by appropriate court action to enforce the terms of this Lease; and (ii) rescind this Lease as to any or all of the Property in accordance with applicable laws and procedures.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and if Lessor prevails in any action brought by Lessor against Lessee to enforce the terms of this Lease, Lessee shall be liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect thereto.

22. **TERMINATION PROCEDURE.** In the event Lessor is entitled under the provisions of this Lease, including any cancellation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancellation or termination of Lessee's interest in the Property.

23. LAW GOVERNING AND CONSTRUCTION. THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BY GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO CONFLICT OF LAW PROVISIONS. LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE COMMONWEALTH OF PENNSYLVANIA FOR PURPOSES OF RESOLVING ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THE LEASE, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND LESSEE HEREBY WAIVES OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF JURISDICTION OR VENUE IN THE FEDERAL OR STATE COURTS OF PENNSYLVANIA. LESSOR AND LESSEE AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFIRM PERSONAL JURISDICTION IF SERVED PERSONALLY, BY CERTIFIED MAIL TO IT AT ITS ADDRESS DESIGNATED PURSUANT TO THE LEASE, OR AS OTHERWISE PROVIDED UNDER THE RESPECTIVE RULES OF THE STATE OR FEDERAL COURTS OF PENNSYLVANIA. ANY PROVISION OF THIS LEASE WHICH MAY BE PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL NOT, AS TO SUCH JURISDICTION, INVALIDATE THE REMAINING PROVISIONS HEREOF AND SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS.

24. NOTICES AND ORIGINALS. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered

via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

25. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

26. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

27. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

28. **APPOINTMENT.** In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessee's fiscal year ends on the last day of December.

Lessor: TCF Equipment Finance, a By: _____ Title: _____
division of TCF National Bank

Lessee: Township of Marple X By: _____ X Print
Name: Joseph A. Rufo
X Title: President



June 24, 2015

Mr. Anthony Hamaday
Township Manager
Township of Marple
227 South Sproul Road
Broomall, PA 19008

RE: Proposal for Construction Management Services
New Township Police Station

Dear Tony:

We are pleased to have this opportunity to provide you with a proposal for construction management services for the new Township Police Station. Based upon our understanding of the existing situation and current status of the facilities, we have put together a fee to provide preconstruction services only, at this time. The scope of these services include the following:

- **Provide Cost Estimates** - Prepare construction cost estimates for all building and site development at the schematic, design development and construction document completion levels.
- **Identify Value Engineering and Life-cycle Cost Study Areas** - Identify areas for value engineering study as the design progresses. Where energy, maintenance, and operational systems dictate, perform life-cycle costing studies to evaluate the most cost effective systems. Advise the Township on the outcome of the value engineering studies. Make recommendations as to selection of various systems.
- **Prepare a Constructability Review** - Review design documents as they are developed to minimize construction problems and potential change orders. Advise on contract provisions for controlling construction schedules. Advise on general and special condition sections of the specifications. Provide comments to the Township relative to these constructability reviews. Recommend changes wherever necessary.

Our proposed not-to-exceed fee for providing the above services is **\$30,000**.

June 24, 2015
Mr. Anthony Hamaday
Page -2-

By starting with preconstruction services, Reynolds is very excited about the opportunity to begin a relationship with you and the Township of Marple. If you are satisfied with our services, we can then proceed with construction phase services, at which time we will provide a separate fee. We appreciate this opportunity to provide you with this proposal. This letter will serve as authorization to proceed if you are in agreement with the above-mentioned services. Please sign below and return a copy for our files.

To give you a better understanding of the many services Reynolds offers our clients, in addition to construction management, I have included information for your review. If you require additional information or have any questions, please feel free to contact me at your convenience at 610-405-2447.

Sincerely,

REYNOLDS CONSTRUCTION, LLC



William M. MacLaughlin, CCM
Project Executive

Accepted by:

Anthony Hamaday, Township Manager
Township of Marple

Date

Reynolds

Building Solutions

Our mission is to provide **building solutions** that deliver lower cost facilities, provide long-term operational savings, and enhance project value. The set of services we offer is unique for a construction services firm and provides innovative project delivery opportunities to our clients.

Established in 1994, Reynolds annually provides solutions for \$300 million of construction-related projects. We serve clients in a variety of sectors including K-12 schools, healthcare, universities, corrections, government, industry, hospitality, and transportation.

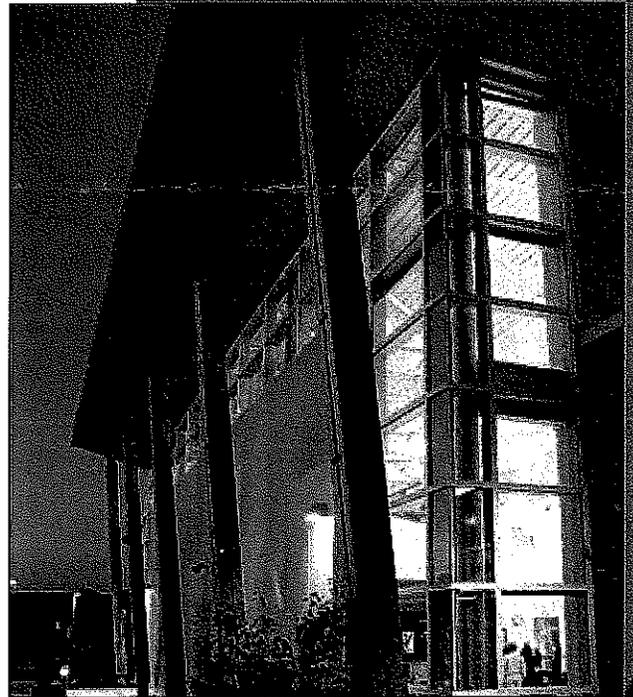
Reynolds has been a premier provider of **agency construction management services** for Pennsylvania's public schools for the past 20 years. From a foundation built on public school construction, the markets that Reynolds serves have grown to include healthcare, universities, corrections, government, industrial, hospitality, and transportation.

The **general construction** team focuses on guaranteed maximum price opportunities in Central Pennsylvania. Reynolds general contracting projects include the Harrisburg University of Science and Technology, the Bedford Springs Hotel and Spa, projects for PinnacleHealth System, and Market Square Plaza.

Reynolds provides **building commissioning and design engineering services**. We have commissioned over \$1.7 billion in new and renovated construction, including landmark projects such as the Tom Ridge Environmental Center at Presque Isle, and the Pennsylvania Housing Finance Agency headquarters building.

Reynolds pursues **emergency clean-up and restoration** projects. We clean and restore the following property types; public schools, office facilities, health care facilities, residences, and commercial and retail buildings.

Reynolds provides **energy services** that focus on making facilities as energy efficient as possible. We provide cost effective design and implementation of energy savings measures -- helping clients upgrade their facilities and infrastructure.



CENTRAL PA OFFICE

3300 N. Third Street
Harrisburg, PA 17110
P: (717) 238-5737

MARYLAND OFFICE

101 Log Canoe Circle, Suite G
Stevensville, MD 21666
P: (443) 249-3181

EASTERN PA OFFICE

1265 Drummers Lane,
Suite 104
Wayne, PA 19087
P: (610) 688-6010

WESTERN PA OFFICE

634 Alpha Drive, Suite 1100
Pittsburgh, PA 15238
P: (412) 967-2562

www.reynoldsolutions.com

Bill:

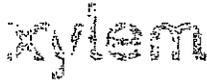
Lawrence Ct Duplex System - Chopper Pumps

QTY	P/N	DESCRIPTION
2	3068.180-4046	Flygt Model FP 3068.180 2" volute submersible chopper pump equipped with a 230v/3p h/60hz/2.7hp 3550rpm, 291 impeller, 1x30ft length of SUBCAB cable, FLS leakage detector
2	486 55 01	Connection discharge 2x2" NPT
2	669 77 00	Bracket, guide bar U 3/4"
2	442 18 19	Sling, chain unit
1	620 09 00	Grip eye unit
1	653 31 00	Holder cable 304
4	202814	Float switch 7030, weighted with 40' of cable
1	SCE2.7BABBBAA	Duplex pump control panel, 230v single phase input, 230v three phase output, 2.7hp, float system, dialer, leak system, high level alarm, horn silence, button relay, NEMA 3R steel
1	14-69 00 09A	Start up, flygt
1	14-69 98 30N	Shipping and handling

Price - \$16,300

Lead time - 6 weeks

Thanks
Brad Vickery
Winding Specialties



Lawrence Ct. Duplex System - Chopper Pump

Qty	Part Number	Description
2	3068.180-4046	Flygt Model FP-3068.180 2" volute Submersible chopper pump equipped with a 230 Volt / 3 phase / 60 Hz 2.7 HP 3550 RPM motor, 291 impeller, 1 x 30 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector
2	486 55 01	CONNECTION,DISCH 2X2"NPT CI
2	669 77 00	BRACKET,GUIDE BAR U. 3/4" 316
2	442 18 19	SLING,CHAIN UNIT
1	620 09 00	GRIP EYE UNIT
1	653 31 00	HOLDER,CABLE 304
4	202814	Float Switch 7030, weighted, with 40' of cable
1	SCE2.7BABBBBA A	Duplex pump control panel, 230v single phase input, 230v three phase output, 2.7HP, Float System, Dialer, Leak System, High Level Alarm, Horn Silence, Button Relay, Nema 3R Steel
1	14-69 98 30N	SHIPPING AND HANDLING-NO TAX

Lawrence Ct. Duplex System - Chopper Pump Price USD \$ 15,218.00

Start Up

Qty	Part Number	Description
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000

Start Up Price USD \$ 1,082.00



J. T. SEELEY AND COMPANY, INC.

**PUMPING, CONTROL AND TREATMENT EQUIPMENT FOR THE
POTABLE WATER AND WASTE WATER INDUSTRY**

P. O. BOX 702

1220 VALLEY FORGE ROAD, NO. 15

VALLEY FORGE, PA 19482-0702

610 - 933 - 5420

FAX 610 - 933 - 5423

June 26, 2015

To: James Ockimey, Marple Township
VIA FAX 610-543-1865

Reference: Lawrence Court Apartments, Broomall, PA
Our Inquiry No. HY-11912

Dear James:

We propose to furnish the following equipment in accordance with the terms and conditions set forth herein.

Condition Point: None Specified

- Two (2) Hydromatic S4NRC100M2-6, 1 HP, 1150 RPM, 230 Volt, single phase, 5.5" (minimum) impeller, 35' dual cord, 4" horizontal discharge, cast iron submersible vortex pumps
- Two (2) Hydromatic *Metal-to-Metal* lifting systems, each including:
Base elbow, sealing flange and upper guiderail bracket
- One (1) Sun State Systems duplex FOG Rod control panel, 1 HP, 230 Volt, single phase, with main lugs, 2 – 15 Amp pump circuit breakers, 1 – 15 Amp control circuit breaker, high water alarm flashing light and horn, high water telemetry contacts, ETM's, 40H X 32X X 12D NEMA 4X fiberglass enclosure
- One (1) Wastewater Level FOG Rod
- One (1) Day field service for startup/training

Price \$18,568.00

Exclusions: Anchor bolts, access covers, discharge pipe beyond the base elbows, valves, junction boxes, lifting chains, concrete, installation, sales/use taxes.

Availability is approximately 5 weeks.

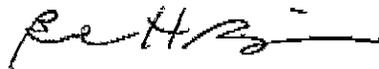
If additional field service is desired, add \$1,120.00 per man per day.

Feed the control panel with a 30 Amp service.

The above price is f.o.b. factory with freight allowed, exclusive of any sales and/or use taxes. Price is firm for 30 days. Price is based on the manufacturer's standard terms and conditions. No monies have been included for acceptance of additional or different terms and conditions. Subject to credit approval, payment terms are net 30 days from date of invoice. Late payments will be charged 1 1/2% per month interest.

Very truly yours,

J. T. Seeley & Company, Inc.



Bruce H. Reminger

WINDING SPECIALTIES
1311 Wilmington Pike Ste 3-E
West Chester, PA 19382
Phone 610-399-6857
WINDINGSPECIALTIES@MSN.COM
FAX TRANSMISSION

TO: Marple Township

DATE: 6-29-15

FAX NUMBER: 610-543-1865

RE: James O

Number of Pages (including this page): 2

LAWRENCE COURT DUPLEX SYSTEM**NON CLOG PUMPS**

Qty	P/N	Description
2	3085.183-2029	Model CP 3085.183 3" volute submersible pump equipped with a 460v 3ph 60hz 2.2hp 1750rpm, 440 imp. 1x50ft SUBCAB 4G2, 5+2X1, FLS leakage detector, volute is prepared for Flush Valve
2	444 68 05	Connection discharge 3x3"
2	613 68 04	Bracket bar guide upper 2" 316
2	442 1819	Sling, chain unit
1	620 09 00	Grip eye unit
1	653 31 00	Cable holder 304
4	202 81 4	Float switch 7030 weighted with 40' cables
1	SCE2.2BABBBBA	Duplex pump control panel 230v single ph input 230v 3ph output 2.2hp float system dialer, leak system, high level alarm, horn silence, button relay. NEMA 3R steel
1	14-69 00 09A	Start up(no tax)
1	14-69 98 30N	Shipping and handling(no tax)

Price \$19,304**Lead time 6-8 weeks**

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

July 7, 2015

MRPL 0601

Anthony Hamaday, Township Manager
Township of Marple
227 South Sproul Road
Broomall, Pa 19008-2397

**RE: Contract No. 6E – Marple Township Administration and Library Building
HVAC, Lighting and Electrical Renovation
Certificate for Payment #4 – AJM Electric, Inc.**

Dear Mr. Hamaday:

Please find attached three (3) copies of Certificate for Payment No. 4 in the amount of \$193,216.00 for the referenced project submitted for the Township's review and approval.

If you agree with this amount, please have all three copies of the certificates signed where indicated. Retain one (1) copy for your records, send a copy along with payment to AJM Electric, Inc. and return the remaining copy to Pennoni for our records.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,

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

Enclosures

JAM/epj



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 07/07/2015 Project No.: MRPL 0601 Contract No.: 6E

Project: HVAC, Lighting and Electrical Renovation Certificate No.: 4

Contractor: AJM Electric, Inc.

Address: 2333 Concord Rd Chester Township, PA 19013

For Period:

From: May 16, 2015

To: June 29, 2015

To: The Township of Marple OWNER

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.

ORIGINAL CONTRACT SUM	\$604,900.00
Change Orders	
Total Additions	<u>\$50,184.00</u>
Sub Total	<u>\$655,084.00</u>
Total Deductions	<u>\$0.00</u>
TOTAL CONTRACT TO DATE	\$655,084.00
Balance to Finish	<u>\$106,900.00</u>
TOTAL COMPLETED TO DATE	\$548,184.00
Materials Stored	<u>\$0.00</u>
Total Completed & Stored	<u>\$548,184.00</u>
Less 10% Retainage	<u>\$54,818.00</u>
Total Earned Less Retainage	<u>\$493,366.00</u>
Less Previous Payments	<u>\$300,150.00</u>
THIS CERTIFICATE	\$193,216.00

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: Pennoni Associates Inc. DATE: 07/07/2015

BY: 

OWNER'S ACCEPTANCE

OWNER: Township of Marple DATE: _____

BY: _____

PAYMENT APPLICATION

<p>TO: Marple Township 227 South Sproul Road Broomall, Pa. 19008-2397 Attn:</p> <p>FROM: AJM Electric, Inc. 2333 CONCORD RD CHESTER TWP PA 19013</p> <p>FOR: Marple Township Library</p>	<p>PROJECT NAME AND LOCATION: Marple Township Admin. Library Marple Township Library building HVAC Lightin 227 S. Sproul Road Broomall , Pa. 19008-2397</p> <p>ARCHITECT: Pennoni Associates, Inc. One Drexel Plaza 3001 Market Street Phila., PA 19104-2897</p>	<p>APPLICATION # 4 PERIOD THRU: 06/29/2015 PROJECT #s: 6E DATE OF CONTRACT: 01/19/2015</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER <input type="checkbox"/></p>
--	--	--	---

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$604,900.00
2. SUM OF ALL CHANGE ORDERS	\$50,184.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$655,084.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$548,184.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$54,818.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$54,818.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$493,366.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$300,150.00
8. PAYMENT DUE	\$193,216.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$161,718.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$45,500.00	\$0.00
Total approved this month	\$4,684.00	\$0.00
TOTALS	\$50,184.00	\$0.00
NET CHANGES	\$50,184.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: AJM Electric, Inc.

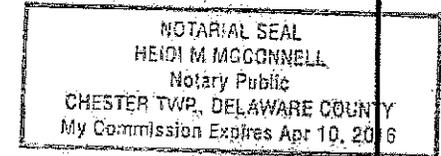
By: *Anne R. McConnell* Date: 06/16/2015
Anne R. McConnell

State of: PENNSYLVANIA

County of: DELAWARE

Subscribed and sworn to before
me this 16th day of June 2015

Notary Public: *Heidi M McConnell*
My Commission Expires: APRIL 10, 2016



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Joseph A. Mastronardo, PE
By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PROJECT: Marple Township Admin. Library
 Marple Township Library building HVAC
 Lighting

APPLICATION #: 4
 DATE OF APPLICATION: 06/29/2015
 PERIOD THRU: 06/29/2015
 PROJECT #s: 6E

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	MOBILIZATION	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
2	LIGHTING REPLACEMENT	\$222,000.00	\$125,000.00	\$50,000.00	\$0.00	\$175,000.00	79%	\$47,000.00	
3	TRANSFORMER	\$153,000.00	\$108,000.00	\$0.00	\$0.00	\$108,000.00	71%	\$45,000.00	
4	GAS FIRED GENERATOR	\$170,000.00	\$20,000.00	\$150,000.00	\$0.00	\$170,000.00	100%	\$0.00	
5	REFLECTIVE CEILING	\$69,900.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	14%	\$59,900.00	
6	DELETE HT SERVICE CONVERT TO PECO GS	(\$45,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$45,000.00)	
7	Change Order # 1	\$45,500.00	\$45,500.00	\$0.00	\$0.00	\$45,500.00	100%	\$0.00	
8	Change Order # 2	\$4,684.00	\$0.00	\$4,684.00	\$0.00	\$4,684.00	100%	\$0.00	
TOTALS		\$655,084.00	\$333,500.00	\$214,684.00	\$0.00	\$548,184.00	84%	\$106,900.00	

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

July 7, 2015

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

MRPL 0601

Anthony Hamaday, Township Manager
 Township of Marple
 227 South Sproul Road
 Broomall, Pa 19008-2397

**RE: Contract No. 6E – Marple Township Administration and Library Building
 HVAC, Lighting and Electrical Renovation
 Contract Change Orders #3, 4, and 5 – AJM Electric, Inc.**

Dear Mr. Hamaday:

Please find attached three (3) copies each of Contract Change Orders No. 3, 4, and 5 for the referenced project submitted for the Township's review and approval. The change orders are required to complete the following work:

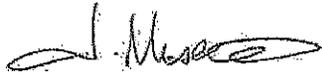
	<u>Description</u>	<u>Amount</u>
Change Order # 3 ³	Furnish and install interior lighting contractors for library to avoid controlling lights using circuit breakers.	+12,506.00
Change Order # 3 ⁴	Upgrade ceiling tiles for public hallway and Commissioner's meeting room on first floor.	+ 2,408.00
Change Order # 4 ⁵	Furnish and install 31 custom lighting fixture lenses for library.	+ 4,478.00

The change orders increase the contract price by a net total of \$19,392.00.

The enclosed copies have been recommended by our office. If you agree with this amount, please have all three copies of each certificate signed where indicated and return to our office for completion by AJM Electric, Inc.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,



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

Enclosures (3)

JAM/epj



CONTRACT CHANGE ORDER

Contract No. 6E

Date 07/07/2015

Change Order No. 3

Project No. MRPL 0601

Location Marple Township Building

To: (Contractor) AJM Electric, Inc. - 2333 Concord Rd Chester Township, PA 19013

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Lighting Contactors and Switch Bank		\$12,506.00
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	
	Total increase		\$12,506.00
	Difference between Col. (3) and (4)		\$12,506.00
	Net (increase/decrease) contract price		\$12,506.00

The sum of \$12,506.00 is hereby added to, deducted from, the total contract price and the total adjusted contract price to date thereby \$667,590.00.

The time provided for completion in the contract is unchanged, increased, decreased, by - calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: MRPL 0601

Contract No.: 6E

Change Order No.: 3

NECESSITY FOR CHANGE:

Item No. 1 - Furnish and install lighting contactors at three panelboard locations and one toggle switch to control the Library lighting without going to the circuit breakers. (See attached request from AJM Electric, Inc. dated May 27, 2015.)

Accepted by: _____
CONTRACTOR DATE

Recommended by:
ENGINEER 07/07/2015
DATE

Approved by: _____
TOWNSHIP MANAGER DATE

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Marple Township Admin. Library
 Marple Township Library building HVAC Lighti
 227 S. Sproul Road Broomall, Pa. 19008-239

CHANGE ORDER #: 3
 CHANGE ORDER DATE: 05/27/2015
 PROJECT #s: 6E
 DATE OF CONTRACT: 01/19/2015
 FOR: Marple Township Library

TO: AJM Electric, Inc.
 2333 CONCORD RD
 CHESTER TWP PA 19013

The Contract is changed as follows:

Install lighting contractors at three panelboard locations. Provide toggle switch location to control the Library lighting without going to the circuit breakers.

Material:
 9 - Lighting contactors 12 Pole 30 amp - \$540.00 each = \$4,860.00
 1 - Switch bank with toggle switch = \$105.00
 Fitting = \$55.00
 Cable = \$240.00
 Material Cost = \$5,260.00
 10% Material Profit = \$526.00

Labor:
 105.00/hour, \$210.00 - 2 men, two men - 4 days, 210.00 x 32 hours = \$6720.00

The original Contract Sum was	\$804,900.00
The net change by previously authorized Change Orders is	\$45,500.00
The Contract Sum prior to this Change Order was	\$650,400.00
The Contract Sum will be increased by this Change Order in the amount of	\$12,506.00
The new Contract Sum including this Change Order will be	\$662,906.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Pennoni Associates, Inc. ARCHITECT. One Drexel Plaza 3001 Market Street ADDRESS Phila., PA 19104-2897	AJM Electric, Inc. CONTRACTOR 2333 CONCORD RD ADDRESS CHESTER TWP PA 19013	Marple Township OWNER 227 South Sproul Road ADDRESS Broomall, Pa. 19008-2397
BY (Signature) Joseph A. Mastronardo, PE (Typed Name)	BY (Signature) Anne R. McConnell (Typed Name)	BY (Signature) (Typed Name)
DATE	DATE 6/12/15	DATE



CONTRACT CHANGE ORDER

Contract No. 6E Date 07/07/2015
 Change Order No. 4 Project No. MRPL 0601
 Location Marple Township Building
 To: (Contractor) AJM Electric, Inc. - 2333 Concord Rd Chester Township, PA 19013

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Ceiling Modifications	\$5,272.00	\$7,680.00
	Change in contract price due to this Change Order:		
	Total decrease	\$5,272.00	
	Total increase		\$7,680.00
	Difference between Col. (3) and (4)		\$2,408.00
	Net (increase/decrease) contract price		\$2,408.00

The sum of \$2,408.00 is hereby added to, deducted from, the total contract price and the total adjusted contract price to date thereby \$669,998.00.

The time provided for completion in the contract is unchanged, increased, decreased, by - calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: MRPL 0601

Contract No.: 6E

Change Order No.: 4

NECESSITY FOR CHANGE:

Item No. 1 – Rooms 105, 106, 124, and 118: Upgrade 2,850 SF of ceiling tile to Armstrong Fine Fissured Angles Teqular tiles. Rooms 130, 131, 132, and 133: Demo and re-install existing grid and tiles. (See attached request from AJM Electric, Inc. dated May 27, 2015.)

Accepted by:	CONTRACTOR	DATE
Recommended by:	 ENGINEER	07/07/2015 DATE
Approved by:	TOWNSHIP MANAGER	DATE

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Marple Township Admin. Library
 Marple Township Library building HVAC Light
 227 S. Sproul Road Broomall, Pa. 19008-239

CHANGE ORDER #: 4
 CHANGE ORDER DATE: 05/27/2015
 PROJECT #s: 6E

TO: AJM Electric, Inc.
 2333 CONCORD RD
 CHESTER TWP PA 19013

DATE OF CONTRACT: 01/19/2015
 FOR: Marple Township Library

The Contract is changed as follows:

Ceiling modifications and credits for Marple Township Library/Admin. Building - see attached

The original Contract Sum was	\$604,900.00
The net change by previously authorized Change Orders is	\$45,500.00
The Contract Sum prior to this Change Order was	\$650,400.00
The Contract Sum will be increased by this Change Order in the amount of	\$2,408.00
The new Contract Sum including this Change Order will be	\$652,808.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Pennoni Assocalates, Inc.	AJM Electric, Inc.	Marple Township
ARCHITECT	CONTRACTOR	OWNER
One Drexel Plaza 3001 Market Street	2333 CONCORD RD	227 South Sproul Road
ADDRESS	ADDRESS	ADDRESS
Phila., PA 19104-2897	CHESTER TWP PA 19013	Broomall, Pa. 19008-2397
BY (Signature)	BY (Signature)	BY (Signature)
Joseph A. Mastronardo, PE	Anna R. McConnell	
(Typed Name)	(Typed Name)	(Typed Name)
DATE	DATE 6/19/15	DATE

1. Upgrade 2850 SF of tile to Armstrong fine fissured Angled Teqular 2x4 tile #1834. Rooms 105, 106, 124 and 118 only.
2. Rooms 130, 230 SF, Demo and re-install existing grid and tile.
3. Room 131, 360 SF, Selective Demo and re-install existing material.
4. Rooms 132, 133, 235 SF, Demo and re-install existing material.
5. 5% Overstock of designated tile.

Total = \$6,982.00
Credits = \$5,272.00

Total \$6,982.00
Plus 10% Profit = \$698.00
Total = \$7,680.00
Credits = (-\$5,272.00)
Change Order Total = \$2,408.00



CONTRACT CHANGE ORDER

Contract No. 6E

Date 07/07/2015

Change Order No. 5

Project No. MRPL 0601

Location Marple Township Building

To: (Contractor) AJM Electric, Inc. - 2333 Concord Rd Chester Township, PA 19013

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Light Fixture Lenses		\$4,478.00
	Change in contract price due to this Change Order:		
	Total decrease		
	Total increase		\$4,478.00
	Difference between Col. (3) and (4)		\$4,478.00
	Net (increase/decrease) contract price		\$4,478.00

The sum of \$4,478.00 is hereby added to, deducted from, the total contract price and the total adjusted contract price to date thereby \$674,476.00.

The time provided for completion in the contract is unchanged, increased, decreased, by - calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

REQUEST AND JUSTIFICATION OF CHANGE

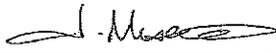
Project No.: MRPL 0601

Contract No.: 6E

Change Order No.: 5

NECESSITY FOR CHANGE:

Item No. 1 – Furnish and install 31 custom lenses for the existing 4x4 light fixtures. (See attached request from AJM Electric, Inc. dated June 18, 2015)

Accepted by:	CONTRACTOR	DATE
Recommended by:	 ENGINEER	07/07/2015 DATE
Approved by:	TOWNSHIP MANAGER	DATE

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Marple Township Admin. Library CHANGE ORDER #: 5
 Marple Township Library building HVAC Lighti
 227 S. Sproul Road Broomall, Pa. 19008-239 CHANGE ORDER DATE: 06/18/2015
 PROJECT #s: 6E
 TO: AJM Electric, Inc. DATE OF CONTRACT: 01/19/2015
 2333 CONCORD RD
 CHESTER TWP PA 19013 FOR: Marple Township Library

The Contract is changed as follows:

Furnish and install 31 custom lenses for the existing 4x4 light fixtures.
 Material Cost: 31 Lenses = \$2573.00

Material Profit 10% = \$257.00
 Freight Charges = \$208.00
 Material Total = \$3,038.00
 Labor = \$90.00/hour x 16 hours = \$1440.00

The original Contract Sum was	\$604,900.00
The net change by previously authorized Change Orders is	\$50,184.00
The Contract Sum prior to this Change Order was	\$655,084.00
The Contract Sum will be increased by this Change Order in the amount of	\$4,478.00
The new Contract Sum including this Change Order will be	\$659,562.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Pennoni Assocalates, Inc.	AJM Electric, Inc.	Marple Township
ARCHITECT	CONTRACTOR	OWNER
One Drexel Plaza 3001 Market Street	2333 CONCORD RD	227 South Sproul Road
ADDRESS	ADDRESS	ADDRESS
Phila., PA 19104-2897	CHESTER TWP PA 19013	Broomall, Pa. 19008-2397
BY (Signature)	BY (Signature)	BY (Signature)
Joseph A. Mastronardo, PE	Anne R. McConnell	
(Typed Name)	(Typed Name)	(Typed Name)
DATE	DATE	DATE

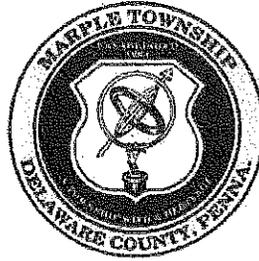
Board of Commissioners

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

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

July 7, 2015

MRPL 0601

Anthony Hamaday, Township Manager
Township of Marple
227 South Sproul Road
Broomall, Pa 19008-2397

**RE: Contract No. 6M – Marple Township Administration and Library Building
HVAC, Lighting and Electrical Renovation
Certificate for Payment #2 – Clipper Pipe & Service, Inc.**

Dear Mr. Hamaday:

Please find attached three (3) copies of Certificate for Payment No. 2 in the amount of \$154,179.00 for the referenced project submitted for the Township's review and approval.

If you agree with this amount, please have all three copies of the certificates signed where indicated. Retain one (1) copy for your records, send a copy along with payment to Clipper Pipe & Service, Inc. and return the remaining copy to Pennoni for our records.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,

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

Enclosures

JAM/epj



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 07/07/2015 Project No.: MRPL 0601 Contract No.: 6M

Project: HVAC, Lighting and Electrical Renovation Certificate No.: 2

Contractor: Clipper Pipe & Service, Inc.

Address: P.O. Box 148 Crum Lynne, PA 19022

For Period:

From: May 1, 2015

To: June 30, 2015

To: Township of Marple OWNER

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.

ORIGINAL CONTRACT SUM	<u>\$655,300.00</u>
Change Orders	
Total Additions	<u>\$0.00</u>
Sub Total	<u>\$655,300.00</u>
Total Deductions	<u>\$0.00</u>
TOTAL CONTRACT TO DATE	<u>\$655,300.00</u>
Balance to Finish	<u>\$343,670.90</u>
TOTAL COMPLETED TO DATE	<u>\$311,629.10</u>
Materials Stored	<u>\$0.00</u>
Total Completed & Stored	<u>\$311,629.10</u>
Less <u>10%</u> Retainage	<u>\$31,162.91</u>
Total Earned Less Retainage	<u>\$280,466.19</u>
Less Previous Payments	<u>\$126,287.19</u>
THIS CERTIFICATE	<u>\$154,179.00</u>

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: Pennoni Associates Inc. DATE: 07/07/2015

BY: 

OWNER'S ACCEPTANCE

OWNER: Township of Marple DATE: _____

BY: _____

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: Township of Marple 227 South Sproul Road Broomall, PA 19008	PROJECT: Marple Township Library/Administration Building HVAC Upgrades MRPL0601 6-M-HVAC	APPLICATION NO: 2 PERIOD TO: 6/30/2015 CONTRACT FOR: 0 CONTRACT DATE: 0 PROJECT NOS: 0	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Clipper Pipe & Service, Inc. P.O. Box 148 Crum Lynne, PA 19022	VIA ARCHITECT: Pennoni Associates		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$ 655,300.00
2. Net change by Change Orders.....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 655,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$ 311,629.10
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 31,162.91
b. 10 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$ 31,162.91
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$ 280,466.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$ 126,287.19
8. CURRENT PAYMENT DUE.....	\$ 154,179.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less line 6)	\$ 374,833.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	-\$ 0.00
Total approved this Month	\$ 0.00	-\$ 0.00
TOTALS	\$ 0.00	-\$ 0.00
Net Changes by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: *William J. Junit*
State of: PENNSYLVANIA
County of: DELAWARE
Subscribed and sworn to before me this 2ND day of JULY 2015.
Notary Public: *Joseph P. DeG*
My Commission expires: AUG 4TH 2016

Date: 7-2-15
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Noreen F. DeCenzi, Notary Public
Aldar, Boro, Delaware County
My Commission Expires Aug 4, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____
(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO: 2
 APPLICATION DATE: 7/1/2015
 PERIOD TO: 6/30/2015
 ARCHITECT'S PROJECT NO: 0

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Bonds/Insurance	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100.0	\$0.00	\$1,600.00
2	General Conditions	\$15,500.00	\$7,750.00	\$0.00	\$0.00	\$7,750.00	50.0	\$7,750.00	\$775.00
3	Demolition	\$33,213.00	\$23,249.10	\$0.00	\$0.00	\$23,249.10	70.0	\$9,963.90	\$2,324.91
4	Sheet Metal Material	\$24,000.00	\$9,600.00	\$4,800.00	\$0.00	\$14,400.00	60.0	\$9,600.00	\$1,440.00
5	Sheet Metal Labor	\$38,000.00	\$15,200.00	\$7,600.00	\$0.00	\$22,800.00	60.0	\$15,200.00	\$2,280.00
6	Hydronic Piping Material	\$32,000.00	\$12,800.00	\$9,600.00	\$0.00	\$22,400.00	70.0	\$9,600.00	\$2,240.00
7	Hydronic Piping Labor	\$46,200.00	\$18,480.00	\$13,860.00	\$0.00	\$32,340.00	70.0	\$13,860.00	\$3,234.00
8	VAV Units (14) Material	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.0	\$0.00	\$1,200.00
9	VAV Units (14) Labor	\$12,800.00	\$10,240.00	\$0.00	\$0.00	\$10,240.00	80.0	\$2,560.00	\$1,024.00
10	Air Handlers (3) Material	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.0	\$0.00	\$3,000.00
11	Air Handlers (3) Labor	\$32,000.00	\$0.00	\$25,600.00	\$0.00	\$25,600.00	80.0	\$6,400.00	\$2,560.00
12	Chiller Material	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$27,000.00	\$0.00
13	Chiller Labor	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$9,000.00	\$0.00
14	Pumps, Starters, Acc. Material	\$24,500.00	\$0.00	\$19,600.00	\$0.00	\$19,600.00	80.0	\$4,900.00	\$1,960.00
15	Pumps, Starters, Acc. Labor	\$13,000.00	\$0.00	\$7,800.00	\$0.00	\$7,800.00	60.0	\$5,200.00	\$780.00
16	Grills, Registers, Diffusers Material	\$11,290.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$11,290.00	\$0.00
17	Grills, Registers, Diffusers Labor	\$9,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$9,900.00	\$0.00
18	Exhaust Fans Material	\$1,231.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$1,231.00	\$0.00
19	Exhaust Fans Labor	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$2,800.00	\$0.00
20	Rooftop Units (2) Material	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$33,000.00	\$0.00
		\$423,434.00	\$125,319.10	\$118,860.00	\$0.00	\$244,179.10		\$179,254.90	\$24,417.91



Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO: 2
 APPLICATION DATE: 42186
 PERIOD TO: 42185
 ARCHITECT'S PROJECT NO: 0

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
21	Rooftop Units (2) Labor	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$7,000.00	\$0.00
22	Steelwork for RTU's	\$14,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$14,200.00	\$0.00
23	Roof Work Including Access Hatch	\$19,870.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$19,870.00	\$0.00
24	Duct Cleaning	\$7,584.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$7,584.00	\$0.00
25	Pipe and Duct Insulation Material	\$19,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	50.0	\$5,000.00	\$500.00
26	Pipe and Duct Insulation Labor	\$32,400.00	\$0.00	\$16,200.00	\$0.00	\$16,200.00	50.0	\$16,200.00	\$1,620.00
27	Natural Gas Piping Material	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$4,500.00	\$0.00
28	Natural Gas Piping Labor	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$12,600.00	\$0.00
29	HVAC Controls Material	\$35,000.00	\$3,500.00	\$14,000.00	\$0.00	\$17,500.00	50.0	\$17,500.00	\$1,750.00
30	HVAC Controls Labor	\$57,500.00	\$11,500.00	\$17,250.00	\$0.00	\$28,750.00	50.0	\$28,750.00	\$2,875.00
31	Balancing/Testing	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$5,000.00	\$0.00
32	Punchlist	\$13,106.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$13,106.00	\$0.00
33	Closeout	\$6,553.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$6,553.00	\$0.00
34	As-Builts	\$6,553.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$6,553.00	\$0.00
35		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
36		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
37		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
38		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
39		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
40		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
		\$655,300.00	\$140,319.10	\$171,310.00	\$0.00	\$311,629.10		\$343,670.90	\$31,162.91



AMERICAN TOWER™
CORPORATION

June 8, 2015

THE TOWNSHIP OF MARPLE
225 SPROUL ROAD
Attn: Township Manager
Broomall, PA 19008

Re: Notice of and consent to sublease of Ground Lease 104631 (“Ground Lease”) and subsequent leaseback of a portion of Site 152177, located at 2641 W. Chester Pike, Broomall, PA 19008 (the “Site”)

Dear THE TOWNSHIP OF MARPLE:

On February 5, 2015, Verizon Communications Inc. (“Verizon”) entered into an agreement (“Agreement”) with American Tower Corporation (“American Tower”) regarding a portion of Verizon’s tower portfolio (the “Portfolio”), including the right for American Tower to manage and operate the Portfolio. Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

American Tower and Verizon closed the initial transactions contemplated under the Agreement (“Transaction”) effective on March 27, 2015. As part of the Transaction, Verizon’s affiliate party to the Ground Lease desires to: (i) sublease the Ground Lease to American Tower or one of its affiliates and (ii) leaseback a portion of the Site from American Tower or one of its affiliates and retain certain rights to continue using such portion of the Site (such sublease and leaseback hereinafter referred to as the “Ground Lease Sublease and Leaseback”). The Ground Lease Sublease and Leaseback has not yet occurred with respect to your Ground Lease, however, American Tower is operating as the manager of your Ground Lease and Site on behalf of Verizon.

The purpose of this letter is to provide notice of and request your consent to the Ground Lease Sublease and Leaseback. Please sign below and return this letter to us in the enclosed self-addressed pre-paid envelope. Thank you for your cooperation and prompt attention to this matter. If you have any questions, please call 877-362-1658 or send an email to land@AmericanTower.com.

Sincerely,

Justine D. Paul



AMERICAN TOWER™
CORPORATION

The undersigned consents to the Ground Lease Sublease and Leaseback as set forth above.

THE TOWNSHIP OF MARPLE

By: _____
Print Name: _____
Title: _____
Date: _____



6/15/2015

MARPLE TOWNSHIP OF
227 SOUTH SPROUL RD
BROOMALL, PA 19008

Re: Ground Lease ATC VZL104631, VZ 104631; ATC Site 413498, VZ Site 152177 located in Broomall, PA

Dear Valued Landlord:

We are pleased to inform you that American Tower Corporation, through one or more affiliates, recently entered into a transaction with Verizon Wireless to operate a portfolio of telecommunication sites. American Tower is a leading provider of wireless infrastructure solutions with one of the largest site portfolios in the industry today.

As background, American Tower has extensive experience in the operation and management of wireless towers. As a leading telecommunications infrastructure company, American Tower provides space at its tower sites to wireless companies seeking to improve their communications networks. American Tower is a public company that is traded on the New York Stock Exchange under the symbol "AMT". Additional information about the company and acquisition can be found on our website: www.americantower.com

Please be assured that this transaction does not affect the terms of your existing lease agreement, nor does it impact any other contractual obligations you may have with Verizon Wireless. As a part of American Tower's agreement with Verizon Wireless, American Tower will be responsible for the tower site maintenance and rental payment obligations on behalf of Verizon Wireless. American Tower will make the July rent payment and all future payments thereafter. Please note if you previously received payments by way of direct deposit, your payments will continue to be made in that manner.

In order to ensure that you receive your rental payments without interruption, American Tower requests that you complete and submit the enclosed W-9 form for each individual payee. In addition, you will find a Direct Deposit enrollment form. American Tower's preferred method of payment is to make deposits directly into your bank account. Please return a completed W-9 Form and Direct Deposit enrollment form to American Tower in the enclosed envelope at your earliest convenience.

ATC Site Number: 413498
ATC Lease Number: VZL104631
VZ Site Number: 152177
VZ Lease Number: 104631

Additionally, please update the relevant Notice Address under your Lease Agreements to:

ATC Sequoia LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

With a copy to:
ATC Sequoia LLC
c/o American Tower
Attn: Legal Department
116 Huntington Ave. 11th Floor
Boston, MA 02116

Our Landlord Relations Department is dedicated to providing you with best-in-class services and is available to address any questions you may have. Landlord Relations Specialists are available Monday through Friday during normal business hours. You can reach a Landlord Relations Specialist via the contacts below.

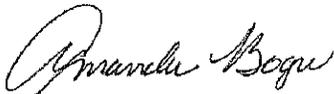
E-mail: Landlord.Relations@americantower.com

Toll-free: 1-866-586-9377

Fax: 1-781-926-4555

American Tower
c/o Land Management
10 Presidential Way
Woburn, MA 01801

Sincerely,



Amanda Bogen
Senior Manager, Portfolio Management
Land Management
American Tower Corporation

Enc.

ATC Site Number: 413498
ATC Lease Number: VZL104631
VZ Site Number: 152177
VZ Lease Number: 104631

RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement (the "Agreement") is made as of May 1, 2015 (the "**Effective Date**") between **MARPLE TOWNSHIP** ("**Municipality**") and **BLUE MOUNTAIN RECYCLING, LLC** ("**Processor**").

In consideration of the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Municipality and Processor hereby agree as follows:

1. DEFINITIONS

"**Facilities**" means, collectively, the Processor's processing facilities located at 2904 Ellsworth Street, Philadelphia, Pennsylvania (the "**Philadelphia Facility**") and at 1101 Lambson's Road, New Castle, Delaware (the "**Delaware Facility**").

"**Single Stream Residential Mix**" means those recyclable fibers and containers as defined in the Materials Acceptance Protocol set forth in **Schedule B** attached hereto collected in a single collection container or vehicle from each of residential, commercial, industrial and institutional recycling customers for whom Generator collects Single Stream Recyclables within Delaware County, PA. Single Stream Recyclables does not include excluded materials described in the Materials Acceptance Protocol.

"**Recyclables**" means Single Stream Residential Mix collected by or on behalf of Municipality within the geographic area of the Municipality.

2. RESPONSIBILITIES OF MUNICIPALITY

2.1 Municipality shall deliver or cause to be delivered to the Facilities all Single Stream Residential Mix, received by collections made by Municipality within the geographic area of the Municipality. Title to the Recyclables shall pass from Municipality to Processor upon acceptance at the Facilities.

Hours of Operation at the Philadelphia Facility shall be:

Monday through Friday: 6:00 a.m. to 5:00 p.m.

Saturday: 6:00 a.m. to 12:00 p.m.

Holiday Closings: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Hours of Operation at the New Castle Facility shall be:

Monday through Friday: 5:00 a.m. to 5:00 p.m.

Saturday: 5:00 a.m. to 12:00 p.m.

Holiday Closings: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Should additional deliveries be required at either Facility, arrangements will be made through mutual agreement of the parties.

2.2 The parties expect approximately 125 tons per month of Single Stream Residential Mix to be generated from Municipality. It is understood by the Parties that this is a capacity planning number only and does not obligate either party to this exact tonnage figure.

2.3 Acceptable/Unacceptable Materials

(a) Municipality shall comply with the Materials Acceptance Protocol and shall deliver only Acceptable Materials to the Facilities. Any material that is not "Acceptable Material" is "Unacceptable Material".

(b) Processor shall have the right to inspect all inbound loads from the Municipality. Processor shall have the right to reject any delivery from the Municipality which contains or appears to contain by volume or weight more than eight percent (8%) Unacceptable Material, or which contains or appears to contain any amount of hazardous, toxic, radioactive or similarly dangerous Unacceptable Material (each such rejected load an "**Unacceptable Load**"). The entire cost resulting from Municipality's delivery of any Unacceptable Load (including without limitation transportation, re-loading, clean-up, alternate disposal and the like) which at a minimum shall include an Unacceptable Material Fee in the amount of \$200, shall be the sole responsibility of the Municipality, and Municipality shall reimburse Processor for any such costs incurred by Processor. Title to Unacceptable Material shall not pass from Municipality to Processor.

(c) Municipality shall indemnify, hold Processor harmless, and promptly reimburse Processor for all damages, losses and expenses, including reasonable attorney's fees and federal, state or local fines and penalties, resulting from the inclusion of any hazardous waste, hazardous materials or any other Unacceptable Material in any load delivered by the Municipality to the Facilities, regardless of any allegation that Processor should have discovered the inclusion of such materials prior to accepting delivery of such load.

2.4 Municipality will make reasonable efforts to eliminate the scavenging of Recyclables prior to delivery to the Facilities.

2.5 Municipality will cause its loads to be delivered in conformance with the Facilities' operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as **Schedule C**.

3. RESPONSIBILITIES OF PROCESSOR

3.1 Processor will receive, process, and market all Single Stream Residential Mix to the Facilities by the Municipality from the Municipality and Processor shall do so in accordance with all applicable federal, state and local laws and regulations applicable thereto. Processor will provide Municipality with a monthly report which shall indicate the date, time, and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

4. TERM

4.1 **Initial Term**. The term of this Agreement shall commence on the Effective Date and shall expire on April 30, 2016 (the "**Term**").

4.2 **Extensions and Renewals**. The Term shall automatically extend for two (2) additional consecutive one-year terms unless either party, no less than thirty (30) days prior to the end of the then-existing Term, provides written notice to the other party of its intent to not so extend the Term.

5. PRICE

5.1 Pricing for Recyclables delivered by Municipality to the Facilities shall be as set forth in **Schedule A** attached hereto.

5.2 All invoices for Recyclables delivered by Municipality to the Facilities shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the party owing such overdue amounts shall pay any and all costs incurred by the other party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.

6. STANDARD TERMS AND CONDITIONS. Processor's Standard Terms and Conditions are attached hereto as **Schedule D** and are incorporated herein in their entirety as if contained herein.

7. NOTICES. All notices to be given under this Agreement shall be in writing and delivered personally or shall be sent by recognized overnight courier, in each case with signature required, as follows:

If to Processor:

Blue Mountain Recycling, LLC
2904 Ellsworth Street
Philadelphia, PA 19146

with a copy to:

Michael J. Brennan, General Counsel
Re Community Holdings II, Inc.
809 West Hill Street

Attn: Business Development

Charlotte, NC 28208

if to Municipality:

with a copy to:

Notices shall be deemed received when actually received.

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[balance of page intentionally left blank]

[signature page to Recycling Services Agreement]

IN WITNESS HEREOF, the parties have executed this agreement as of the Effective Date.

BLUE MOUNTAIN RECYCLING, LLC

MARPLE TOWNSHIP

By: _____

By: _____

Its

Its

DEFINITIONS

Average Commodity Revenue “(ACR)” - means for the Facilities the current month Net Revenue for each Recyclable commodity used (unless the current month ACR has an excessive shift in value that would require a mid-month ACR adjustment to reflect the actual value for that month) in conjunction with the relative mix of commodities, established pursuant to either (i) a 12-month facility average composition (subject to adjustment as necessary by Processor where actual deliveries of pre-sorted Recyclables or the lack of shipment of any products such as glass would materially distort the ACR,) or (ii) a composition audit or an average of audits over a 12 month period (if any), to determine the aggregate per ton value for each recyclable stream.

CPI – means the Consumer Price Index – All Urban Consumers, All Items, Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD, as reported by the Department of Labor.

Net Revenue – means gross revenue earned minus any direct costs of Processor related to transportation, disposal or marketing of Recyclables.

Revenue Share – means the percentage of value equal to sixty five percent (65%) paid to the Customer when the Average Commodity Revenue is greater than the Threshold. When the revenue share is negative, Municipality shall pay to Processor the dollar-for-dollar difference.

Threshold – means a deemed base cost per ton to process Recyclables, and which is initially **\$65.00 for the Philadelphia Facility and \$65.00 for the Delaware Facility**. The Threshold will be adjusted (but never downward) on each anniversary of the Effective Date the greater of (i) three percent (3%); or (ii) the same proportion that the CPI changed from the previous year, and shall remain at the adjusted figure unless and until further adjusted as set forth in this sentence in future years.

Surcharge - a fee in the amount of \$1.72 per ton paid by Municipality to Processor for each ton of Recyclables delivered by Municipality to the Facilities. The Surcharge will be adjusted in good faith by Processor to appropriately reflect, and compensate Processor for:

- (i) evaporation, dirt, snow and excessive moisture content and/or rejection of commodity sales by reason of any so-called “green fence” or similar initiatives;
- (ii) any increase in Processor’s operating or other costs, including but not limited to labor, financing, compliance and/or equipment purchase, maintenance or replacement costs, as a result after the date hereof in (a) fuel costs and/or (b) any change in, or enactment of, any Law, including but not limited to Laws as to minimum or prevailing wages, living wages, sales, use, excise or other taxes, employment, and environmental, zoning and/or land use, but expressly excluding any increases in income tax rates applicable to Processor; and
- (iii) any increased costs of Processor resulting from, among other things, certain Unacceptable Material (particularly but not in limitation, plastic bags, hoses,

extension cords and scrap metals) that slow down Processor's sort lines, require special handling, increased equipment wear and tear, increased labor and decreased Recyclables recovery rates.

Municipality acknowledges that any such increase may not be associated necessarily with any explicit, direct or indirect cost related to the services provided hereunder by Processor. Instead, it may relate, at least in part, to Processor's Facility-wide, or even company-wide, costs associated with the foregoing items.

Tip Fee – means a charge per ton paid by Municipality to Processor, to be subtracted from the Revenue Share. The Tip Fee shall be adjusted annually beginning on the first anniversary of the Effective Date based on the greater of (i) three percent (3%); or (ii) the same proportion that the CPI changed from the previous year. The initial Tip Fee for the Facilities shall be \$6.13 per ton.

1. **PRICE FOR RECYCLABLES DELIVERED INTO THE PHILADELPHIA FACILITY:**

Single Stream pricing formula: Processor has developed a revenue share on market value to reflect single stream value in today's commodity market environment.

Revenue Share: 65% in excess of a Threshold of \$65.00 per ton ACR at Philadelphia Facility

Tip Fee: \$6.13 per ton

Surcharge: \$1.72 per ton

Example¹

Favorable commodity market example:

ACR of \$125.00

Actual Formula based on hypothetical Facilities ACR of \$125.00 per ton:

Threshold: \$65.00 per ton

Excess ACR: \$60.00 per ton (\$125.00 - \$65.00)

Revenue Share: 65% over Threshold (to Municipality)

Revenue Share to Municipality \$39.00 (\$60.00 x 65%)

Net Payment to Municipality after deducting the Tip Fee and Surcharge is **\$31.15 per ton** (39.00 - \$6.13 - \$1.72)

Unfavorable commodity market example:

ACR of \$60.00

Actual Formula based on hypothetical Facilities ACR of \$60.00 per ton:

Threshold: \$65.00 per ton

Excess ACR: (\$5.00) per ton (\$60.00 - \$65.00)

Revenue Share: 65% over Threshold (to Municipality) and dollar-for-dollar below the Threshold (to Processor)

Revenue Share to Municipality (\$5.00) (\$60.00 - \$65.00)

Net Payment by Municipality is **\$12.85 per ton** (\$5.00 + \$6.13 + \$1.72)

For the term of the Agreement, the Revenue Share **Threshold** will be set at **\$65.00** per ton at the Philadelphia Facility.

The **Revenue Share** will be set at **65.0%** above the Threshold.

¹ This is an example for the first year, where there is no adjustment to the Threshold, the Tip Fee or the Surcharge.

2. **PRICE FOR RECYCLABLES DELIVERED INTO THE DELAWARE FACILITY:**

Single Stream pricing formula: Processor has developed a revenue share on market value to reflect single stream value in today's commodity market environment.

Revenue Share: 65% in excess of \$65.00 per ton ACR at Delaware Facility

Tip Fee: \$6.13 per ton

Surcharge: \$1.72 per ton

Example²

Favorable commodity market example:

ACR of \$125.00

Actual Formula based on hypothetical Facilities ACR of \$125.00 per ton:

Threshold: \$65.00 per ton

Excess ACR: \$50.00 per ton (\$125.00 - \$70.00)

Revenue Share: 65% over Threshold (to Municipality)

Revenue Share to Municipality \$32.50 (\$50.00 x 65%)

Net Payment to Municipality after deducting the Tip Fee and Surcharge is **\$24.65 per ton** (32.50 - \$6.13 - \$1.72)

Unfavorable commodity market example:

ACR of \$60.00

Actual Formula based on hypothetical Facilities ACR of \$60.00 per ton:

Threshold: \$65.00 per ton

Excess ACR: (\$5.00) per ton (\$60.00 - \$65.00)

Revenue Share: 65% over Threshold (to Municipality) and dollar-for-dollar below the Threshold (to Processor)

Revenue Share to Municipality (\$5.00) (\$60.00 - \$65.00)

Net Payment by Municipality is **\$12.85 per ton** (\$5.00 + \$6.13 + \$1.72)

For the term of the Agreement, the Revenue Share **Threshold** will be set at **\$65.00** per ton at the Delaware Facility.

The **Revenue Share** will be set at **65.0%** above the Threshold.

² This is an example for the first year, where there is no adjustment to the Threshold, the Tip Fee or the Surcharge.

Schedule B

Materials Acceptance Protocol

Acceptable Material Single Stream Residential and Commercial Commingled Containers and Residential Fiber:

Aluminum food and beverage containers

aluminum soda and beer cans, cat food cans, etc.

Glass food and beverage containers

Flint (clear)

Amber (brown)

Emerald (green)

Ferrous Cans

soup, coffee cans, etc.

P.E.T. plastic containers with the symbol #1

no microwave trays

H.D.P.E. natural plastic containers with the symbol #2

milk jugs and water jugs containers only (narrow neck containers)

H.D.P.E. pigmented plastic containers with the symbol #2

detergent, shampoo, bleach bottles without caps (narrow neck containers)

LDPE plastic food and beverage containers symbol #4

butter and margarine tubs

Polypropylene plastic food and beverage containers symbol #5

yogurt containers

Other plastic food and beverage containers symbol #7

mixed plastic containers

Old Newspaper (ONP)

Sunday inserts are acceptable paper.

Kraft Paper Bags

Old Corrugated Containers (OCC)

no wax coated.

Magazines (OMG)

Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books.

Aseptic Cartons

Juice boxes, gable top milk and juice containers, soy milk and soup cartons.

Materials Not Acceptable:

No Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)

Mirrors, window or auto glass, light bulbs, ceramics, any plastic containers with #3 or #6 on them or no # at all, oil or antifreeze containers, plastic bags, coat hangers, paint cans, or any household items (such as toasters, cooking pots or pans, etc.)

Hard cover books

Schedule C

Haulers' Rules

Scale House:

1. Driver shall approach Scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material type such as Single Stream Residential Mix.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

Tip Floor Rules:

1. Wait for operator's OK to enter tip floor for dumping.
2. Safety gear shall be worn when driver exits cab.

Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Driver shall not allow litter to be discharged from the body or cab.
3. Driver shall not loiter in the yard.

Schedule D

Standard Terms and Conditions

Deposit Bill Legislation. If legislation is enacted on a State or national level that requires a redeemable deposit on any of the items listed as Recyclables, the parties agree that the Processor's economic position has been negatively impacted. Therefore, the Processor and Municipality will renegotiate the price of this Agreement in good faith to rectify the negative economic impact. If the parties cannot reach a mutually satisfactory agreement, either party may terminate this contract with sixty (60) days' notice to the other without further obligation.

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State in which the Facilities are located except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the physical location of the Facilities.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages, including without limitation, loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party. Municipality and its employees and agents shall not be entitled to any Processor fringe benefits and hereby expressly waive any claim or right now or hereafter accruing against Processor arising out of the operation of any applicable workers' compensation law.

Force Majeure.

- (a) "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation:
- (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood

or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation, enforcement or permit requirement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

(b) Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

(c) In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

(d) In the event a Force Majeure event materially or adversely affects Processor's cost of operation Processor may increase the applicable fee, threshold or surcharge under this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

(a) it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

(b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

(d) the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of

incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated:

- (a) at any time by both parties upon mutual written agreement; or
- (b) by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue following written notice and a 30-day opportunity to cure such matter; or
- (c) by either party in the event of a failure by the other party to perform a material obligation hereunder as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice following such failure to cure, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice following such failure to cure by the end of the extended period.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this

Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents and subsidiaries or entities under common control with such party, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party, provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transaction described in this Agreement.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Press Releases and Announcements. No party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other party; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other party and provide them with a copy of the proposed disclosure prior to making the disclosure).

Mutual Indemnification.

(a) Each of the parties (each, an “**Indemnifying Party**”) shall indemnify and hold harmless the other party and any director, officer, affiliate, partner, member or elected or appointed official of the other party (each, an “**Indemnified Party**”) from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney’s fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment (“**Losses**”) incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in this Agreement; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement, or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors; to the extent not waived by the other party, in each case.

(b) The indemnification obligations of Indemnifying Party under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of Indemnified Party; and shall survive expiration or earlier termination of this Agreement.

Insurance. At all times during the term of this Agreement, Municipality shall maintain, and shall require its subcontractors to maintain, workers’ compensation insurance and commercial general liability insurance in coverages and amounts satisfactory to Processor. Upon request Municipality shall provide Processor with evidence reasonably satisfactory to Processor that the Municipality is insured against any damage, liability or loss caused by the vehicles which deliver Recyclables to the Facilities for the Municipality or by the drivers thereof.

Waiver of Subrogation. Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, each party each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.

Anthony Hamaday

From: Kathleen Kneafsey [sweafsey@aol.com]
Sent: Thursday, July 02, 2015 12:38 PM
To: Anthony Hamaday
Subject: Re: Broomall rotary field

Mr. Hamaday,

So sorry that I've taken this long to return this email. Please let me know what's missing and any additional information needed.

Thank you,
Kathleen Kneafsey

A. I did submit an application to the township with names. I will take care of trash and recycling with my team. I contacted a friend who works at the Broomall fire department and he said he would volunteer to help. I'm not sure what I would need for fire prevention or medical assistance. I am a nurse and will have other nurses there. Should there be a designated area set up?

B. parking would be using the lot and across the street. I understand I need someone to assist with crossing. Can we use volunteers from the fire department? Of not I will pay for the officers time.

C. Trash will be removed via team, family, and friends

D. I will submit for a permit. Is that through the township building?

E. I, Kathleen Kneafsey will submit 1,000 dollar bond

F. This event will last 1 day

G. I do not believe there will be signs involved. If there are I will make sure to clear with the appropriate person. Who would that be?

H. Any permits that need to be submitted for this event will be done.
Will this be discussed while I submit the permit from section D?

Sent from my iPhone

On May 28, 2015, at 9:18 PM, Kathleen Kneafsey <sweafsey@aol.com> wrote:

I'll get this back to you hopefully within the next two weeks.
Thanks!

Sent from my iPhone

On May 27, 2015, at 4:11 PM, "Anthony Hamaday" <ahamaday@marpletwp.com> wrote:

Kathleen, sorry for the delay I have pasted the link to the requirements for Special Events as outlined in the Township Code. Can you send me an email addressing how you will comply to the best you can for each of the requirements. Some of them may not apply so just indicate that.

Here is the link: [http://ecode360.com/10777701?highlight=special events](http://ecode360.com/10777701?highlight=special%20events). Sorry you will have to cut and paste it in your browser.

The Board of Commissioners needs to approve the use of the field as a special event so I will have them consider the request at their June Board meeting. If they approve then you can go back to Rich Ehnou to complete the permit process.

Let me know if you have any questions.

Tony

Anthony T. Hamaday
Township Manager
Marple Township
227 S. Sproul Road
Broomall, PA 19008
610-356-4040, ext 503

This email, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Kathleen Kneafsey [<mailto:sweafsey@aol.com>]
Sent: Tuesday, May 26, 2015 4:52 AM
To: ahamaday@marpletwp.com
Subject: Re: Broomall rotary field

Hi Mr. Hamaday,

I was just checking if you sent that email of everything that needs to be completed for the walk to happen?

Thank you,
Kathleen Kneafsey

Sent from my iPhone

On May 18, 2015, at 9:27 AM, Kathleen Kneafsey <sweafsey@aol.com> wrote:

Hi Mr. Hamaday,

My name is Kathleen Kneafsey and I am a nurse who works at Bryn Mawr Hospital. I started a walking group for women through a program that I have been taking over the past two years called Landmark.

I would like to organize a free walk with our community to raise awareness for Veterans suffering from post traumatic stress disorder (PTSD). I am requesting to have the walk on Sunday, October 11th from 8 a.m. to 12:00 p.m. at the Broomall Rotary Field.

I chose to have the walk along with a charity called Active Heroes because I love what they are doing for our Veterans. Active Heroes charity helps Veterans, Active Duty Military and their families to strengthen and provide the coping skills needed to manage the stress and the triggering points that lead to military veteran suicide. Active Heroes is dedicated to connecting with and helping America's military families through physical and mental therapy, community outreach and community reintegration to halt the triggering points and stress associated with the "hard times" that lead to military veteran suicide.

Since I haven't brought this idea out to our community I'm not sure how many people will attend. My goal is to have at least 150 participants. I understand that parking would be an issue and would like to secure police officers to help facilitate our participants to park across the street. I realize the park can't be closed and since it's free this would be open to anyone in our community which is something I want.

Can you please advise what my next steps should be to make this walk happen? If there is any information you need from me to make this walk available to our community, please contact me at anytime.

Thank you,

Kathleen Kneafsey
610-209-0441

TOWNSHIP OF MARPLE



POLICE DEPARTMENT

225 SOUTH SPROUL ROAD
BROOMALL, PA 19008-2398

610-356-1500
Fax 610-359-9787

THOMAS J. MURRAY, JR.
Chief of Police

5/7/2015

Anthony Hamaday -Township Manager
Township of Marple
227 S Sproul Rd.
Broomall, Pa. 19008

Dear Mr. Hamaday,

I am writing this letter to request permission for the Marple Township Hero Scholarship Fund to use space at 2641 West Chester Pike for a first annual Hero Scholarship Christmas Tree Sale. The Marple Township Hero Scholarship Fund has teamed up with Ryan Party Rentals to host the sale and all proceeds will benefit the Hero Fund. We would be requesting the use of the property from Monday November 16, 2015 through Friday January 11, 2016.

Thank you for your consideration in this matter and if you have any questions please feel free to contact me 484-429-0991.

Respectfully,

PJB #63

Peter J Baylor
President – Marple Township Hero Scholarship Fund

*Meet
at Marple
- where
- Hocks
- LIGHTING*

Anthony Hamaday

From: Pete Baylor [petebaylor21@yahoo.com]
Sent: Friday, June 19, 2015 9:40 PM
To: Anthony Hamaday
Subject: Fwd: Christmas tree lot

Tony,

Per your conversation with Chris here are the questions and answers you were looking for. Any other issues or questions please let us know. Gave a good weekend!

Thanks

Pete

Sent from my iPhone

Begin forwarded message:

From: "Ryan Party Rentals" <ryanpartyrental@gmail.com>
Date: June 19, 2015 at 5:46:43 PM EDT
To: "pete baylor" <petebaylor21@yahoo.com>
Subject: Christmas tree lot

Hey Pete,

I talked to Tony Hamaday the other day and he asked me to send you some info about the lot. So you could pass it along to him to get it in front of the board at the july meeting. Let me know if he has any other questions. Or if you can think of anything else they would want to know.

Thanks
Chris

Where would we like to setup?

On the edge of the field near the recycling dumpster in close proximity to the telephone pole which houses the electricity that we agree to pay for.

How will debris and any leftover trees be removed.

Ryan Tree service will be providing us a truck and chipper anytime we need it.

Will the lot be manned overnight?

We can arrange for a night shift person or have the lot totally fenced in with temporary fencing.

Hours of operation

10am-9pm 7/days

Open the week of Nov. 30th until Dec. 25th

We would like to erect a tent to cover a majority of the trees to give the customer a pleasant shopping experience even if it is raining.

We will carry an insurance policy.



Chris Ryan

www.ryanpartyrentals.com | [Ryan Party Rentals Facebook](#) | [Ryan Party Rentals Twitter](#)

Anthony Hamaday

From: Pete Baylor [petebaylor21@yahoo.com]
Sent: Friday, June 19, 2015 9:40 PM
To: Anthony Hamaday
Subject: Fwd: Christmas tree lot

Tony,

Per your conversation with Chris here are the questions and answers you were looking for. Any other issues or questions please let us know. Gave a good weekend!

Thanks

Pete

Sent from my iPhone

Begin forwarded message:

From: "Ryan Party Rentals" <ryanpartyrental@gmail.com>
Date: June 19, 2015 at 5:46:43 PM EDT
To: "pete baylor" <petebaylor21@yahoo.com>
Subject: Christmas tree lot

Hey Pete,

I talked to Tony Hamaday the other day and he asked me to send you some info about the lot. So you could pass it along to him to get it in front of the board at the july meeting. Let me know if he has any other questions. Or if you can think of anything else they would want to know.

Thanks
Chris

Where would we like to setup?

On the edge of the field near the recycling dumpster In close proximity to the telephone pole which houses the electricity that we agree to pay for.

How will debris and any leftover trees be removed.

Ryan Tree service will be providing us a truck and chipper anytime we need it.

Will the lot be manned overnight?

We can arrange for a night shift person or have the lot totally fenced in with temporary fencing.

Hours of operation

10am-9pm 7/days

Open the week of Nov. 30th until Dec. 25th

We would like to erect a tent to cover a majority of the trees to give the customer a pleasant shopping experience even if it is raining.

We will carry an insurance policy.



Chris Ryan

www.ryanpartyrentals.com | [Ryan Party Rentals Facebook](#) | [Ryan Party Rentals Twitter](#)

Liz Ball
1889 Spring Valley Drive
Springfield, PA 19064
610-328-6181 lizball@aol.com

June 26, 2015

Tony Hamaday, Township Manager
Township Administration Building
227 S. Sproul Road
Broomall, Pa 19008-2391

Dear Mr. Hamaday,

This letter is to notify you that I plan to resign my position as an appointed member of the Marple Tree Commission as of July 15, 2015. I intend to continue to serve as an Active Associate member.

Please acknowledge this request and notify me that my resignation is accepted by the Board of Commissioners. You will receive a letter of recommendation from the MTC chairman for a person to fill out my term.

Regards,
Liz Ball



Rick Ray
1889 Spring Valley Drive
Springfield, PA 19064
H. 610-328-6181 C.610-405-8305
frederickhray@aol.com

June 26, 2015

Tony Hamaday, Township Manager
Township Administration Building
227 S. Sproul Road
Broomall, Pa 19008-2391

Dear Mr. Hamaday,

Due to the impending resignation of Liz Ball from the Marple Tree Commission, I would like to recommend a replacement to fill her position.

Jim Elliott has expressed an interest in serving as an appointed member of the Marple Tree Commission. He has served as an Active Associate volunteer member of the MTC for several years. He has contributed significantly to our many activities, especially tree planting and creating our trophy winning float for the Fourth of July parade two years ago. He can be contacted by telephone at 610-353-1759; or by email at JRE1544@aol.com.

Please acknowledge this recommendation and let me know if you or the Board of Commissioners needs a formal request and background information from Jim.

Thank you,
Rick Ray

