

# Agenda

Township of Marple – Board of Commissioners – Joseph A Rufo, President  
Regular Meeting – May 11, 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. Police Awards** – Chief Thomas Murray

**5. Presentation:** Township Comprehensive Plan Addendum – Committa Associates

**6. Public Forum**

**7. Staff Reports**

**8. Board Minutes**

- Regular Meeting – April 13, 2015

**9. Disbursement Report and Check Register #2015-5**

**10. Resolution No. 3613 – Transfers General Fund**

**MOTION:** To adopt/not adopt Resolution #3613 authorizing the transfers to be made in the General Fund in the amount of \$4,823.21 for the month of April 2015 as outlined in the Resolution and as recommended by the Director of Finance.

**11. Resolution No. 3614 - Lease Purchase Agreement with TCF Equipment Finance for Maintenance Equipment at Paxon Hollow Country Club**

**MOTION:** To adopt/not adopt Resolution # 3614 authorizing the negotiation, execution and delivery of a Lease-Purchase Agreement with TCF Equipment Finance in the amount of \$214,809.30 for 7 pieces of maintenance equipment for the Grounds Department at Paxon Hollow Country Club as recommended by the Director of Finance and Township Manager.

**12. Bid Award – Supplying Police Uniforms**

**MOTION:** To award the bid for Contract #3 supplying Police Uniforms for the Marple Township Police Department to Red the Uniform Tailor of Lakewood, NJ per the bid prices contained in the bid proposal as recommended by the Chief of Police.

**13. Real Estate Tax Appeal Settlement –Independent Support Systems,  
2163 Brookthorpe Circle**

**MOTION:** To approve/not approve the Real Estate Tax Appeal settlement with Independent Support Systems, owners of 2163 Brookthorpe Circle, as negotiated by the Marple Newtown School District and authorize the proper Township Officials to sign the settlement stipulation on behalf of the Township.

**14. Real Estate Tax Appeal Settlement – Bradstock, 422 Ravenscliff Drive**

**MOTION:** To approve/not approve the Real Estate Tax Appeal settlement with the owners of 422 Ravenscliff Drive as negotiated by the Marple Newtown School District and authorize the proper Township Officials to sign the settlement stipulation on behalf of the Township.

**15. Professional Services Agreement with Linn Architects for  
Architectural/Engineering Services for New Police Station**

**MOTION:** To approve/not approve the professional Services Agreement with Linn Architects for architectural/engineering services for the new Township Police Station at 1001 Sussex Blvd per the scope of work and fee outlined in the Linn Architect proposal dated April 13, 2015 as recommended by the Chief of Police and Township Manager.

**16. Contract 6E - Certificate of Payment # 2 - Twp Building HVAC/  
Electrical Renovation Project**

**MOTION:** To approve/not approve Certificate of Payment No. 2 for Contract 6E in the amount of \$75,150 to AJM Electric for work to date on the Township Building HVAC/Electrical Renovation Project as recommended by the Township Engineer.

**17. Contract 6E - Change Order No. 1 - Twp Building HVAC/ Electrical  
Renovation Project**

**MOTION:** To approve/not approve Change Order No. 1 for Contract 6E in the amount of \$45,500 to AJM Electric for the installation of a new PECO Transformer Vault as part of the Township Building HVAC/Electrical Renovation Project as recommended by the Township Engineer.

**18. Permission to advertise – 2015 Road Resurfacing Program**

**MOTION:** To authorize/not authorize the Township Engineer to prepare bid specifications and advertise a contract for a Joint 2015 Road Improvement Program with Springfield Township and Swarthmore Borough.

**19. Special Event Request – Marple Presbyterian Church, Strawberry Festival**

**MOTION:** To approve/not approve the request of the Marple Presbyterian Church to conduct their Strawberry Festival, June 1-8, 2015 and permit limited event advertising signage on the property and on designated Township's properties as approved by the Code Enforcement Department both subject to the provisions outlined in Section 300-115 of the Township Code.

**20. Special Event Request – St. Luke Greek Church – Greek Affair**

**MOTION:** To approve/not approve the request of the St. Luke Greek Church pursuant to Chapter 300, Section 300-115, Special Events, of the Township Code, to conduct their Greek Affair to be held on September 16, 17, 18, 19 and 20, 2015 and to use the Township's property at 2640 West Chester Pike for overflow parking subject to proper insurance coverage. Limited event advertising signage on the property and on designated Township properties will also be permitted but shall be erected no sooner than 15 days prior to the event as approved by the Code Enforcement Department subject to the provisions outlined in Section 300-115.

**21. Bid Rejection – Paxton Hollow Country Club HVAC Replacement**

**MOTION:** To reject/ not reject the bid for the Paxton Hollow Country Club Clubhouse HVAC Replacement and authorize the Township Engineer to re-evaluate the scope of the project.

**22. Other Business**

- Proposed Township Policies
  1. Harassment Policy
  2. Sexual Abuse Policy
- Township Bldg HVAC Project Update

**23. Adjourn**

# Resolution No. 3613

**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 April 2015:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
001-0403-1400-000-0000	001-0403-3000-000-0000	Other Services & Charges	\$ 508.88
001-0430-2450-000-0000	001-0432-2460-000-0000	Snow Removal - Materials	\$ 3,512.76
001-0434-0001-000-0000	001-0434-3740-000-0000	Maintenance on Equipment	\$ 801.57
			<u>\$ 4,823.21</u>

**RESOLVED**, this 11th day of May, 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. 001-0589847-306**  
**DATED AS OF April 24, 2015**

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. **001-0589847-306** dated **April 24, 2015** (the "Lease"), in the principal amount of **\$214,809.30**, 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 **5 Annual** lease payments of **\$45,547.61** 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 **\$214,809.30** 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.



LEASE PURCHASE AGREEMENT

Table with 2 columns: Field Name and Value. Fields include Lease No., Lessee (Township of Marple), Lessor (TCF Equipment Finance), and contact information.

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 that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee's quiet enjoyment of the Property so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Property or repudiate this lease). 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 other wise 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 division of By: \_\_\_\_\_ Operations - T.C.  
TCF National Bank

Lessee: Township of Marple



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



Print

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



Title: \_\_\_\_\_

**EXHIBIT A**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**

PROPERTY DESCRIPTION

Description (including features)	Location
Two (2) Jacobsen Model R-311 Rollers, S/N 01807 & 01809; Two (2) Smitheo Greens Rollers, S/N T6211 & T6212; One (1) Turfco Tri-Wave Seeder, S/N T00653; Two (2) Toro GM3500 Sidewinder, S/N 315000363 & 315000382 together with all attachments and accessories thereto	227 South Sproul Road, Broomall, PA 19008
<b>Total Cost \$214,809.30</b>	

Lessee: Township of Marple



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



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



Title: \_\_\_\_\_

**EXHIBIT B**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. 001-0589847-306, dated as of April 24, 2015, negotiated for the purpose of acquiring Property with TCF Equipment Finance, a division of TCF National Bank, as Lessor, hereby acknowledges receipt in good condition of all of the Property described on Exhibit A to said Lease-Purchase Agreement and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

 Dated: \_\_\_\_\_

Lessee: Township of Marple

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

**EXHIBIT C**  
**RENTAL PAYMENT SCHEDULE**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**

First Payment Date: \_\_\_\_\_

Nominal Annual Rate: 2.970%

**CASH FLOW DATA**

Event	Amount	Number	Period
Lease	214,809.30	1	
Payment	45,547.61	5	Annual

**AMORTIZATION SCHEDULE - Normal Amortization**

	Payment	Interest	Principal	Purchase Option
Lease Commencement				214,809.30
Due at Lease Commencement	45,547.61	0.00	45,547.61	172,646.92
Due 1 year after Lease Commencement	45,547.61	5,095.94	40,451.67	131,386.22
Due 2 years after Lease Commencement	45,547.61	3,878.07	41,669.54	88,883.29
Due 3 years after Lease Commencement	45,547.61	2,623.53	42,924.08	45,100.73
Due 4 years after Lease Commencement	45,547.61	1,331.21	44,216.40	0.00
<b>Grand Totals</b>	<b>227,738.05</b>	<b>12,928.75</b>	<b>214,809.30</b>	

Lessee: Township of Marple



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



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



Title: \_\_\_\_\_

**EXHIBIT D**  
**LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**  
**BETWEEN**

TCF Equipment Finance, a division of TCF National Bank and Township of Marple  
STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

The above referenced contract is to provide financing for the purchase of Property rather than for the short-term rental of Property. For this reason, periodic payment amounts are calculated to amortize the full cost of the Property over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on a fiscal year basis. This non-appropriation clause provides some risk that the Property will be returned during the life of the contract rather than being paid in full.

As evidence of your present intent to retain the Property throughout the scheduled term, we need a description of your understanding of the essential governmental use intended for the Property, together with an understanding of the sources from which payments will be made. To satisfy this requirement, please address the following points by completing this form:

1. a. What is the specific use of this Property?  
b. What increased capabilities will it provide?
2. Why is the Property essential to the operation of your organization?
3. a. Does the Property replace existing Property?  
b. If so, why is the replacement being made?
4. Why did you choose this specific Property or system configuration?
5. What is your estimate of the useful life of the Property to your operations?
6. What is the expected source of funds for payments due under the Agreement for the current fiscal and future fiscal years?

Lessee: Township of Marple

**X** By: \_\_\_\_\_

**X** Print  
Name: \_\_\_\_\_

**X** Title: \_\_\_\_\_

**EXHIBIT E**  
**INSURANCE COVERAGE DISCLOSURE**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person  
 \$1,000,000 aggregate bodily injury liability  
 \$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Brenda Clark at (800) 844-3577.

Lessee: Township of Marple

**X** By: \_\_\_\_\_  
**X** Print Name: \_\_\_\_\_  
**X** Title: \_\_\_\_\_

CERTIFICATE  
AS TO  
BANK QUALIFICATION

**X** I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting \_\_\_\_\_ of **Township of Marple** (Lessee), and that with respect to the Lease-Purchase Agreement No. **001-0589847-306** dated as of **April 24, 2015** (the Lease) by and between Lessee and **TCF Equipment Finance, a division of TCF National Bank**:

1. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" for purposes and within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended (the Code), and treasury regulations promulgated thereunder.
2. The reasonably anticipated amount of tax-exempt obligations (other than obligations listed in Section 265(b)(3)(C)(ii) of the Code) which will be issued by Lessee during the current calendar year does not exceed \$10,000,000.
3. In no event will Lessee designate more than \$10,000,000 of obligations as "qualified tax-exempt obligations" during the current calendar year.

**X** Dated: \_\_\_\_\_

Lessee: Township of Marple

**X** By: \_\_\_\_\_  
**X** Print Name: \_\_\_\_\_  
**X** Title: \_\_\_\_\_

(Certificate to be used only for bank qualified transactions  
where the resolution does not make a bank qualified designation)

**CERTIFICATE OF INCUMBENCY**  
**LEASE-PURCHASE AGREEMENT NO. 001-0589847-306**  
**DATED AS OF April 24, 2015**

**X** I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Township of Marple (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Pennsylvania, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
<b>X</b> _____	_____	_____
_____	_____	_____

**X** IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**X** Signed: \_\_\_\_\_

**X** Title: \_\_\_\_\_

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.

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: \_\_\_\_\_

MARPLE TOWNSHIP  
DELAWARE COUNTY, PENNSYLVANIA  
CONTRACT NO.

FORM OF PROPOSAL  
SUPPLYING POLICE UNIFORMS

I hereby certify that I have read, understand and agree to all the conditions outlined in the Notice to Bidders, General and Special Conditions, Detailed Specification and all other parts of these Contract Documents and further state that I have checked with the Manufacturer relative to the availability of the uniforms specified and agree to furnish and deliver (and unload if necessary) the specified uniforms to Marple Township for the following prices:

BID: Price per item as stated:

**ITEM NO. 1**

Patrol Caps  
BID QUANTITY: Varies

Patrolman

→ Unit Price: Per Cap \$ 67.50

→ Unit Price: Per Cap (price in writing) Sixty seven & 50/100

Lt., Sgt., & Detective Ranks

→ Unit Price: Per Cap \$ 74.50

→ Unit Price: Per Cap (price in writing) Seventy four & 50/100

Chief of Police

→ Unit Price: Per Cap \$ 117.50

→ Unit Price: Per Cap (price in writing) One hundred seventeen & 50/100

**ITEM NO. 2**

Patrol Shirt  
BID QUANTITY: 60 each

Long Sleeve

→ Unit Price: Per Shirt \$ 79.50 \*

→ Unit Price: Per Shirt (price in writing) Seventy Nine & 50/100

Short Sleeve

→ Unit Price: Per Shirt \$ 76.50 \*

→ Unit Price: Per Shirt (price in writing) Seventy six & 50/100

**ITEM NO. 3**

Patrol Sweaters  
BID QUANTITY: up to 30

→ Unit Price: Per Sweater \$ 92.50 \*

→ Unit Price: Per Sweater (price in writing) Ninety two & 50/100

**ITEM NO. 4**

Patrol Trouser  
BID QUANTITY: 60

→ Unit Price: Per Trouser \$ 84.50 \*\*

→ Unit Price: Per Trouser (price in writing) Eighty four & 50/100

**ITEM NO. 5**

Blauer 8472 Short Sleeve Black Base Shirt  
BID QUANTITY: 40

→ Unit Price: Per Shirt \$ 46.50

→ Unit Price: Per Shirt (price in writing) Forty six & 50/100

**ITEM NO. 6**

Outer Ballistic Vest Carrier

BID QUANTITY: 40

→ Unit Price: Per Vest \$ 142.50 \*

→ Unit Price: Per Vest (price in writing) One hundred forty two & 50/100

**ITEM NO. 7**

Patrol Jacket  
BID QUANTITY: up to 30

→ Unit Price: Per Jacket \$ 212.50

→ Unit Price: Per Jacket (price in writing) Two hundred twelve & 50/100

**ITEM NO. 7**

Tactical ColdGear Mock Neck Shirt

BID QUANTITY: 60

→ Unit Price: Per Shirts \$ 42.50

→ Unit Price: Per Shirts (price in writing) Forty two & 50/100

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**DIORIO & SERENI LLP**  
ATTORNEYS & COUNSELLORS AT LAW

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MARK A. SERENI, ESQUIRE

April 23, 2015

Timothy A. Berger, Esquire  
**PAUL, FLANDREAU & BERGER, LLP**  
320 West Front Street  
Media, PA 19063

James J. Byrne, Jr., Esquire  
**McNICHOL, BYRNE, & MATLAWSKI, PC**  
1223 N. Providence Road  
Media, PA 19063

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17 Veterans Square, 2nd Floor  
P.O. Box 1967  
Media, PA 19063

Richard C. Sokorai, Esquire  
**HIGH, SWARTZ, ROBERT & SEIDEL LLP**  
40 East Airy Street  
P.O. Box 671  
Norristown, PA 19404

Adam J. Matlawski, Esquire  
**McNICHOL, BYRNE, & MATLAWSKI**  
1223 N. Providence Road  
Media, PA 19063

**RE: 2013 TAX ASSESSMENT APPEAL – INDEPENDENT SUPPORT SYSTEMS, INC.**  
**2163 BROOKTHORPE CIRCLE, MARPLE TOWNSHIP**  
**FOLIO NO.: 25-00-00330-00**  
**DOCKET NO.: 12-010293**  
**MY FILE NAME: MNSD/TA/ISS, INC. 330/MT**

**RE: 2013 TAX ASSESSMENT APPEAL – INDEPENDENT SUPPORT SYSTEMS, INC.**  
**124 BROOKSIDE ROAD, NEWTOWN TOWNSHIP**  
**FOLIO NO.: 30-00-00349-02**  
**DOCKET NO.: 12-010295**  
**MY FILE NAME: MNSD/TA/ISS, INC. 349/NT**

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21 WEST FRONT STREET • P.O. BOX 1789  
MEDIA, PENNSYLVANIA 19063  
(610) 565-5700 • FAX (610) 891-0652  
E-MAIL: [mas@dioriosereni.com](mailto:mas@dioriosereni.com)  
WEBSITE: [www.dioriosereni.com](http://www.dioriosereni.com)

---

April 23, 2015  
Timothy A. Berger, Esquire  
James J. Byrne, Jr., Esquire  
Wana Saadzo, Esquire  
Richard C. Sokorai, Esquire  
Adam J. Matlawski, Esquire  
Page 2

Dear Counsel:

As you are aware, I represent Marple Newtown School District in the above tax assessment appeals.

I enclose a copy of the Settlement Agreement for the proposed resolution of these matters. Please review and sign the enclosed signature page and return *the original* to me at your earliest convenience.

Thank you.

Very truly yours,

 (PAC)  
MARK A. SERENI

MAS:ec

Enclosure

Electronic mail transmission

United States First Class mail

cc: Kathryn V. Chandless, Esq., Board President (w/ encl.)	-Electronic mail transmission
Matthew J. Bilker, Esq., Board Vice President (w/ encl.)	-Electronic mail transmission
Matthew A. DeNucci, IV, Esq., Legal Oversight (w/encl.)	-Electronic mail transmission
Dr. Merle Horowitz, Superintendent (w/ encl.)	-Electronic mail transmission
Joseph Driscoll, Business Administrator (w/ encl.)	-Electronic mail transmission

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is voluntarily entered into by and between Marple Newtown School District ("MNSD"), Marple Township ("Marple"), Newtown Township ("Newtown"), the Delaware County Board of Assessment Appeals ("Board"), and Independent Support Systems, Inc. ("ISS"), collectively the "Parties."

WITNESSETH

WHEREAS, ISS is the owner of two certain real properties, one bearing folio number 25-00-00330-00 and situate at 2163 Brookthorpe Circle, Marple Township, Delaware County, Pennsylvania ("Brookthorpe") and the other bearing folio number 30-00-00349-02 and situate at 124 Brookside Road, Newtown Township, Delaware County, Pennsylvania ("Brookside") (collectively, Brookthorpe and Brookside are referred to as the "Properties"); and

WHEREAS, each of the Properties is a single family residence; and

WHEREAS, the Properties have been and are leased to Community Interactions, Inc. ("CI"), a 501(c)(3) that provides services to developmentally disabled individuals; and

WHEREAS, CI uses the Properties as community living arrangements for developmentally disabled individuals; and

WHEREAS, on January 1, 2013, Brookthorpe had an assessment of \$174,290 and Brookside had an assessment of \$159,760; and

WHEREAS, ISS filed appeals with the Board alleging that the Properties should be exempt from real estate taxes effective January 1, 2013; and

WHEREAS, after a hearing the Board found the Properties to be real estate tax exempt; and

WHEREAS, MNSD timely appealed from the aforesaid decisions of the Board, and trials de novo before the Court of Common Pleas of Delaware County were granted at Docket Number 12-10293 for Brookthorpe and Docket Number 12-10295 for Brookside; and

WHEREAS, MNSD and ISS have engaged in discovery relating to the appeals as filed by MNSD; and

WHEREAS, ISS believes and maintains that the Properties should remain real estate tax exempt due to its alleged purely public charity status and use; and

WHEREAS, MNSD believes and maintains that the Properties should not be real estate tax exempt and should be subject to reassessment and taxation; and

WHEREAS, the Parties now desire to resolve their differences by the discontinuance of MNSD's appeal and ISS's agreement to make an annual payment in lieu of taxes.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby for themselves, their successors and assigns do hereby enter into this Agreement as follows:

1. The Parties desire to resolve their differences regarding any real estate tax exemption entitlement of the Property in order to avoid the costs and uncertainties of further litigation. The Parties understand and hereby agree that this settlement is the compromise of disputed claims and that nothing herein is to be construed as an admission on the part of any Party hereto. All Parties have agreed to settle this matter solely to avoid the expense and burden of further litigation and to buy their peace.
2. The consideration for this Agreement includes the discontinuance and withdrawal of MNSD's appeals before the Court of Common Pleas of Delaware County, Docket Numbers 12-10293 and 12-10295, and ISS's agreement to make annual payments in lieu of taxes as hereinafter more fully set forth.
3. The term of this Agreement shall be in perpetuity, unless: (a) terminated pursuant to the provisions set forth herein; or (b) a change in law makes this Agreement invalid, in which event, MNSD will give ISS sixty (60) days written notice to cure prior to termination.

4. Without conceding that the Properties or any portion thereof are non-tax exempt, ISS agrees to annually pay to MNSD, Marple or Newtown (as applicable) and the County of Delaware ("County") for their benefit, in lieu of real estate taxes, a sum equal to fifty percent (50%) of the total taxes that would be due for a given tax year if the Properties were not tax exempt. The payments shall be made as follows:

To MNSD: On or before August 31 of each year.

To Marple or Newtown (as applicable) and to the County: On or before March 31 of each year.

MNSD, Marple, Newtown and County shall have no obligation to issue bills to ISS for the respective PILOT payments due to them from ISS; rather, ISS shall calculate and remit the payment for each Property based on the assessed value of that Property divided by 2, then multiplied by the applicable millage rate.

5. The first year for which this payment in lieu of real estate taxes ("PILOT") is to take effect is the 2015-2016 school tax year, which is July 1, 2015 to June 30, 2016, (MNSD) and the 2015 township and county tax year, which is January 1, 2015 to December 31, 2015. In the event that this Agreement is not fully-executed in time for ISS to make the PILOT payments to County, Marple and Newtown by March 31, 2015, the 2015 payments to those entities shall be made within thirty (30) days of the date that this Agreement is fully executed.

6. The PILOT payments shall be made to the following addresses:

MNSD: MNSD Business Administrator, 40 Media Line Road, Room 206  
Newtown Square, PA 19073;

Newtown: 209 Bishop Hollow Road, Newtown Square, PA 19073;

Marple: Tax Department, 227 South Sproul Road, Broomall, PA 19008-2397

County: Treasurer, 201 West Front Street, Media, PA 19063

7. ISS shall pay fifty (50%) percent of taxes for the 2013 and 2014 tax years to Marple or Newtown (as applicable) and to the County, and fifty (50%) percent of the 2013-2014 and 2014-2015 school tax years to MNSD within thirty (30) days of the last signature to this Agreement and without any penalty or interest. These payments shall be in the following amounts:

2013: County - \$910.62 ((5.452 mills x \$334,050 combined assessment) /2)  
MNSD - \$2,953.63 ((17.6839 mills x \$334,050 combined assessment) /2)  
Marple - \$364.61 ((4.184 mills x \$174,290 assessment) /2)  
Newtown - ((2.794 mills x \$159,760 assessment) /2)

2014: County - \$936.01 ((5.604 mills x \$334,050 combined assessment) /2)  
MNSD - \$2,953.63 ((17.6839 mills x \$334,050 combined assessment) /2)  
Marple - \$373.85 ((4.29 mills x \$174,290 assessment) /2)  
Newtown - ((2.794 mills x \$159,760 assessment) /2)

8. Subject to the conditions as set forth in paragraph four (4) hereinabove, if ISS does not timely make one or more of the annual PILOT payments, then interest at the rate of six percent (6%) per annum shall accrue on the principal amount of that payment until payment is made.

9. Subject to the conditions as set forth in paragraph four (4) hereinabove, if ISS does not make an annual PILOT payment to MNSD by November 1 of that year, upon written notice of nonpayment by MNSD to ISS, a penalty of ten percent (10%) on the principal amount of the PILOT shall be due and payable by ISS to MNSD.

10. Subject to the conditions as set forth in paragraph four (4) hereinabove, if ISS does not make an annual PILOT payment to the County, Marple or Newtown by June 1 of that year, upon written notice of nonpayment by the County, Marple or Newtown (as applicable) to ISS, a penalty of ten percent (10%) on the principal amount of the PILOT shall be due and payable by ISS to by the County, Marple or Newtown (as applicable).

11. Subject to the conditions as set forth in paragraph four (4) hereinabove, in the further event ISS fails to make an annual PILOT payment to the MNSD by November 1 of any year, and such default continues for thirty (30) days after written notice thereof from MNSD to ISS, MNSD may declare this agreement to be terminated and of no further force or effect.

12. Subject to the conditions as set forth in paragraph four (4) hereinabove, if ISS does not make an annual PILOT payment to the County, Marple or Newtown by June 1 of any year, and such default continues for thirty (30) days after written notice thereof from the County, Marple or Newtown (as applicable), the County, Marple or Newtown (as applicable) may declare this agreement to be terminated and of no further force or effect.

13. Upon six (6) month's written notice, ISS may declare this agreement to be terminated and of no further force or effect except that ISS shall be liable to make all PILOT payments, and any interest and penalty, due and owing as of the time of the termination.

14. In exchange for the annual PILOT payments, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, MNSD, Marple, Newtown, and the County agree to provide such services to ISS and the Properties in a manner consistent with the manner in which MNSD, Marple, Newtown and the County provide such services to other properties, taxpayers, and/or residents throughout MNSD, Marple, Newtown, and the County.

15. Upon the signing of this agreement, MNSD shall cause to be withdrawn its appeals to the Court of Common Pleas of Delaware County, Pennsylvania, to wit, Docket Numbers 12-10293 and 12-10295 by filing the appropriate Orders marking the appeals, "Withdrawn."

16. If title to one of the Properties is conveyed by ISS, then this Agreement shall be terminated and of no further force or effect as to that Property, except that ISS shall be liable to

make all PILOT payments, and any interest and penalty, due and owing as of the time of the conveyance of title for that Property. If title to both of the Properties is conveyed by ISS, then this Agreement shall be terminated and of no further force or effect as to that Property, except that ISS shall be liable to make all PILOT payments, and any interest and penalty, due and owing as of the time of the conveyance of title.

17. Should ISS lose its Internal Revenue Code § 501(c)(3) designation or its non-profit corporate status, then this Agreement shall be terminated and of no further force or effect except that ISS shall be liable to make all PILOT payments, and any interest and penalty, due and owing as of the time of the loss of one of the foregoing designations and/or such statuses. ISS shall notify MNSD, Township, and County in writing of the loss of its Internal Revenue Code § 501(c)(3) designation or its non-profit status within ten (10) business days of such occurrence.

18. In the event of termination of this Agreement in regard to one or both of the Properties under any provision of this Agreement, the tax exempt status and assessment for the tax year in which termination takes place for the Property or for the Properties shall be determined by a non-jury trial in the Court of Common Pleas of Delaware County, Pennsylvania.

19. This Agreement may be executed in one or more counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals. A signed, fax copy of this Agreement shall have the same force and effect as the original, signed Agreement.

20. This Agreement constitutes the full and complete agreement between the Parties with respect to its subject matter. The terms and provisions of this Agreement are contractual and not mere recitals. Except as otherwise expressly provided herein, this Agreement

supersedes all prior agreements, understandings and discussions relating to its subject matter.

There are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter hereof between the Parties that are not fully expressed or incorporated by reference herein. This Agreement may be amended, modified, or waived only by an agreement in writing signed by all Parties.

\_\_\_\_\_  
Timothy A. Berger, Esquire

Date: \_\_\_\_\_

Attorney for Independent Support Systems, Inc

\_\_\_\_\_  
Mark A. Sereni, Esquire

Date: \_\_\_\_\_

Attorney for Marple Newtown School District

\_\_\_\_\_  
James J. Byrne, Jr., Esquire

Date: \_\_\_\_\_

Attorney for Delaware County Board of Assessment Appeals

\_\_\_\_\_  
Wana Saadzi, Esquire

Date: \_\_\_\_\_

Attorney for Delaware County



\_\_\_\_\_  
J. Adam Matlawski, Esquire

Date: \_\_\_\_\_

Attorney for Marple Township

\_\_\_\_\_  
Richard C. Sokoraj, Esquire

Date: \_\_\_\_\_

Attorney for Newtown Township

---

**DIORIO & SERENI LLP**  
ATTORNEYS & COUNSELLORS AT LAW

---

MARK A. SERENI, ESQUIRE

April 30, 2015

James J. Byrne, Jr., Esquire  
McNICHOL, BYRNE, & MATLAWSKI, PC  
1223 N. Providence Road  
Media, PA 19063

Wana Saadzo, Esquire  
17 Veterans Square, 2nd Floor  
P.O. Box 1967  
Media, PA 19063

Adam J. Matlawski, Esquire ✓  
McNICHOL, BYRNE, & MATLAWSKI  
1223 N. Providence Road  
Media, PA 19063

**RE: 2015 TAX ASSESSMENT APPEAL**  
**422 RAVENSCLIFF DRIVE, MARPLE TOWNSHIP**  
**FOLIO NO.: 25-00-04624-47**  
**DOCKET NO.: 14-11104**  
**MY FILE NAME: MNSD/TA/BRADSTOCK/MT**

Dear Counsel:

As you are aware, I represent Marple Newtown School District in the above tax assessment appeal.

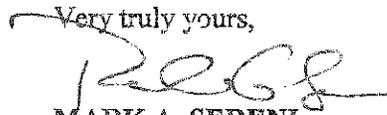
I enclose a copy of the Order and Stipulation for the proposed resolution of this matter. Please review and sign the enclosed signature page and return *the original* to me at your earliest convenience.

---

21 WEST FRONT STREET · P.O. BOX 1789  
MEDIA, PENNSYLVANIA 19063  
(610) 565-5700 · FAX (610) 891-0652  
E-MAIL: [mas@dioriosereni.com](mailto:mas@dioriosereni.com)  
WEBSITE: [www.dioriosereni.com](http://www.dioriosereni.com)

April 30, 2015  
James J. Byrne, Jr., Esquire  
Wana Saadzo, Esquire  
Adam J. Matlawski, Esquire  
Page 2 of 2

Thank you.

Very truly yours,  
  
**MARK A. SERENI**  
**PAMELA A. LEE**

MAS:ec  
Enclosure  
Electronic mail transmission  
United States First Class mail

cc: John K. Fiorillo, Esq. (w/ encl.)	-Electronic mail transmission
Kathryn V. Chandless, Esq., Board President (w/ encl.)	-Electronic mail transmission
Matthew J. Bilker, Esq., Board Vice President (w/ encl.)	-Electronic mail transmission
Matthew A. DeNucci, IV, Esq., Legal Oversight (w/encl.)	-Electronic mail transmission
Dr. Merle Horowitz, Superintendent (w/ encl.)	-Electronic mail transmission
Joseph Driscoll, Business Administrator (w/ encl.)	-Electronic mail transmission

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IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

IN RE: APPEAL OF DAVID C. & ALLISON B.  
BRADSTOCK FROM THE DECISION OF THE BOARD  
OF ASSESSMENT APPEALS OF DELAWARE COUNTY  
FOR THE YEAR 2015 AND SUBSEQUENT TAX YEARS  
RELATING TO THE PROPERTY LOCATED AT 422  
RAVENSCLIFF DRIVE, MARPLE TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA

No. 2014-11104

FOLIO: 25-00-04624-47

---

ORDER

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2015, upon consideration of the attached Stipulation, it is hereby determined that the assessment/fair market value of the subject real estate located at 422 Ravenscliff Drive in Marple Township, Delaware County, Pennsylvania, bearing Folio No. 25-00-04624-47, shall be fixed as set forth in this Order. Accordingly, it is hereby **ORDERED and DECREED** that the Delaware County assessment/fair market value shall be fixed as follows: \$406,800 assessment/\$600,000 fair market value for tax year 2015.

BY THE COURT:

---

MARK A. SERENI, ESQUIRE  
ATTORNEY I.D. # 50090  
LISANNE L. MIKULA, ESQUIRE  
ATTORNEY I.D. # 59146  
PAMELA A. LEE, ESQUIRE  
ATTORNEY I.D. # 205992  
DIORIO & SERENI, LLP  
21 West Front Street  
P.O. Box 1789  
Media, PA 19063

Attorneys for Marple Newtown  
School District

---

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

IN RE: APPEAL OF DAVID C. & ALLISON B.  
BRADSTOCK FROM THE DECISION OF THE BOARD  
OF ASSESSMENT APPEALS OF DELAWARE COUNTY  
FOR THE YEAR 2015 AND SUBSEQUENT TAX YEARS  
RELATING TO THE PROPERTY LOCATED AT 422  
RAVENSCLIFF DRIVE, MARPLE TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA

No. 2014-11104

FOLIO: 25-00-04624-47

---

STIPULATION

It is hereby **STIPULATED** and **AGREED** by and among counsel for the Property Owner, the County of Delaware, Marple Newtown School District and Marple Township that, pursuant to this action, an Order shall be entered by the Court of Common Pleas of Delaware County, disposing of this action as follows: that the assessment/fair market value of the subject real estate for tax year 2015 be allocated and fixed as follows: \$406,800 assessment/\$600,000 fair market value.

This Stipulation may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same document.

However, this Stipulation shall not be effective unless and until all required signatures are

obtained.

---

**JAMES J. BYRNE, JR., ESQUIRE**  
Attorney for Delaware County  
Board of Assessment Appeals

---

**WANA SAADZOL, ESQUIRE**  
Attorney for Delaware County

---

**J. ADAM MATLAWSKI, ESQUIRE**  
Attorney for Marple Township

---

**MARK A. SERENI, ESQUIRE**  
Attorney for Marple Newtown  
School District

---

**JOHN K. FIORILLO, ESQUIRE**  
Attorney for Property Owner

**LINN**

**ARCHITECTS**

1140 N. PROVIDENCE ROAD  
MEDIA, PENNSYLVANIA 19063  
TEL: 610.566.7044  
FAX: 610.566.3323

April 13, 2015

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

**RE: Architecture and Engineering Services  
New Marple Township Police Station  
1001 Sussex**

**PROPOSAL**

Dear Tony:

As you know the Township is in the process of purchasing the Building and Site at 1001 Sussex for conversion and use as a New Police Station. In order to achieve that ultimate goal, we have been working with Chief Murray to develop conceptual plans to convert the building and the site for their new use.

We are close to arriving at a functional floor plan solution, so by the time the Township goes to settlement on the property, we will be able to immediately start the Working Drawing Phase of the project. This aggressive approach is of course to insure that by the time we compile drawings and conduct the bid process, we will still be able to complete exterior construction tasks in advance of the onset of winter weather at the end of this year.

At this point in the design, the next step is to develop full working drawings for use during bidding, and construction, which we can accomplish as follows:

A) **FEE – BASE BUILDING**

Consistent with previous dialogue and recent overall budget conversations, we will be providing building design services up through the completion of working drawings for the following fee:

Architecture (Linn Architects).....	\$94,400
Structural Engineering (Joseph Barbato Associates).....	\$16,800
MEP Engineering (Gillan and Hartmann).....	\$71,800
<b>Total Base Building Design Fee.....</b>	<b>\$183,000</b>

B) **SUPPLEMENTAL FEE**

Additional 6,000 S.F. second floor at rear, added to the program.

Architecture (Linn Architects).....	\$2,500
Structural Engineering (Joseph Barbato Associates).....	\$2,500
MEP Engineering (Gillan and Hartmann).....	\$3,000
<b>Total Supplemental Building Design Fee.....</b>	<b>\$8,000</b>

C) **REIMBURSABLE BUDGET**

In addition to the fee, there will be a reimbursable budget in the amount of \$2,500. Reimbursable expenses include reproduction costs, priority mail, and mileage for travel.

D) **CLARIFICATIONS**

- 1) This proposal is for services up through completion of working drawings. (Bid Phase and Construction Phase services will be quoted once it is determined if a Construction Manager will be engaged for the project)
- 2) The fire protection systems design will be performance based.

E) **NOT INCLUDED**

- 1) Site/civil design of any construction components will be under separate proposal once concept site design is solidified.
- 2) Identification or remediation of any hazardous substance.
- 3) Design of IT or security systems.
- 4) LEED design or energy analysis/modeling, if required.

All efforts for design services that have been provided on a time and material basis to date at the new location will simply be credited against the total fee of this Proposal.

We look forward to continuing to work with Marple Township for your New Police Station. Your signature on a copy will indicate your acceptance, and serve as authorization to proceed with the working drawing phase of this project.

Respectfully submitted,



Robert H. Linn, AIA  
Registered Architect  
Principal - Linn Architects

RHL/dr

Accepted by:  
For Marple Township

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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. 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

May 6, 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 #2 – AJM Electric, Inc.**

Dear Mr. Hamaday:

Please find attached three (3) copies of Certificate for Payment No. 2 in the amount of \$75,150.00 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 (2)

JAM/epj



# CERTIFICATE FOR PAYMENT

**PENNONI ASSOCIATES INC.**  
CONSULTING ENGINEERS

Date of Issuance: 05/06/2015 Project No.: MRPL 0601 Contract No.: 6E

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

Contractor: AJM Electric, Inc.

Address: 2333 Concord Rd Chester Township, PA 19013

For Period:

From: February 7, 2015

To: April 27, 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.

<b>ORIGINAL CONTRACT SUM</b>	<b>\$604,900.00</b>
Change Orders	
Total Additions	\$45,500.00
Sub Total	\$650,400.00
Total Deductions	\$0.00
<b>TOTAL CONTRACT TO DATE</b>	<b>\$650,400.00</b>
Balance to Finish	\$531,900.00
<b>TOTAL COMPLETED TO DATE</b>	<b>\$118,500.00</b>
Materials Stored	\$0.00
Total Completed & Stored	\$118,500.00
Less 10% Retainage	\$11,850.00
Total Earned Less Retainage	\$106,650.00
Less Previous Payments	\$31,500.00
<b>THIS CERTIFICATE</b>	<b>\$75,150.00</b>

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: 05/06/2015

BY: 

### OWNER'S ACCEPTANCE

OWNER: Township of Marple DATE: \_\_\_\_\_

BY: \_\_\_\_\_



# CERTIFICATE FOR PAYMENT

**PENNONI ASSOCIATES INC.**  
**CONSULTING ENGINEERS**

Date of Issuance: 05/06/2015 Project No.: MRPL 0601 Contract No.: 6E  
 Project: HVAC, Lighting and Electrical Renovation Certificate No.: 2  
 Contractor: AJM Electric, Inc.  
 Address: 2333 Concord Rd Chester Township, PA 19013  
 For Period:  
 From: February 7, 2015  
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 To: The Township of Marple OWNER

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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: 05/06/2015

BY:

**OWNER'S ACCEPTANCE**

OWNER: Township of Marple DATE: \_\_\_\_\_

BY: \_\_\_\_\_



# CERTIFICATE FOR PAYMENT

**PENNONI ASSOCIATES INC.**  
CONSULTING ENGINEERS

Date of Issuance: 05/06/2015 Project No.: MRPL 0601 Contract No.: 6E

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

Contractor: AJM Electric, Inc.

Address: 2333 Concord Rd Chester Township, PA 19013

For Period:

From: February 7, 2015

To: April 27, 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.

<b>ORIGINAL CONTRACT SUM</b>	<b>\$604,900.00</b>
<b>Change Orders</b>	
Total Additions	<u>\$45,500.00</u>
Sub Total	<u>\$650,400.00</u>
Total Deductions	<u>\$0.00</u>
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Less Previous Payments	<u>\$31,500.00</u>
<b>THIS CERTIFICATE</b>	<b>\$75,150.00</b>

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: 05/06/2015

BY: 

**OWNER'S ACCEPTANCE**

OWNER: Township of Marple DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**PAYMENT APPLICATION**

<p><b>TO:</b> Marple Township 227 South Sproul Road Broomall, Pa. 19008-2397 Attn:</p> <p><b>FROM:</b> AJM Electric, Inc. 2333 CONCORD RD CHESTER TWP PA 19013</p> <p><b>FOR:</b> Marple Township Library</p>	<p><b>PROJECT NAME AND LOCATION:</b> Marple Township Admin. Library Marple Township Library building HVAC Lightin 227 S. Sproul Road Broomall, Pa. 19008-2397</p> <p><b>ARCHITECT:</b> Pennoni Associates, Inc. One Drexel Plaza 3001 Market Street Phila., PA 19104-2897</p>	<p><b>APPLICATION #</b> 2 <b>PERIOD THRU:</b> 04/27/2015 <b>PROJECT #s:</b> 6E</p> <p><b>DATE OF CONTRACT:</b> 01/19/2015</p>	<p><b>Distribution to:</b></p> <p><input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER</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	\$45,500.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$650,400.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$118,500.00
<b>5. RETAINAGE:</b>	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$11,850.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$11,850.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$106,650.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$31,500.00
8. PAYMENT DUE	\$75,150.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$543,750.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$45,500.00	\$0.00
<b>TOTALS</b>	<b>\$45,500.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$45,500.00</b>	

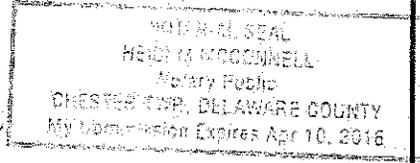
Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and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

CONTRACTOR: AJM Electric, Inc.  
By: *[Signature]* Date: 04/20/2015  
Anne R. McConnell

State of: PENNSYLVANIA  
County of: DELAWARE

Subscribed and sworn to before me this 20th day of April 2015

Notary Public: *[Signature]*  
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 / Pennoni Associates, Inc.  
By: *[Signature]* Date: 5/6/15

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 #: 2  
 DATE OF APPLICATION: 04/27/2015  
 PERIOD THRU: 04/27/2015  
 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)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E 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	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$222,000.00	
3	TRANSFORMER	\$153,000.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	12%	\$135,000.00	
4	GAS FIRED GENERATOR	\$170,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	12%	\$150,000.00	
5	REFLECTIVE CEILING	\$69,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$69,900.00	
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	\$0.00	\$45,500.00	\$0.00	\$45,500.00	100%	\$0.00	
TOTALS		\$650,400.00	\$35,000.00	\$83,500.00	\$0.00	\$118,500.00	18%	\$531,900.00	

**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 # 2 PERIOD THRU: 04/27/2015 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</p>
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**CONTRACTOR'S SUMMARY OF WORK**

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

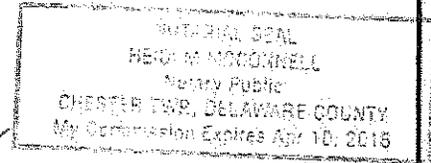
1. CONTRACT AMOUNT	\$604,900.00
2. SUM OF ALL CHANGE ORDERS	\$45,500.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$650,400.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$118,500.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$11,850.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$11,850.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$106,650.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$31,500.00
8. PAYMENT DUE	\$75,150.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$543,750.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$45,500.00	\$0.00
<b>TOTALS</b>	<b>\$45,500.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$45,500.00</b>	

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: 04/20/2015  
Anne R. McConnell

State of: PENNSYLVANIA  
County of: DELAWARE  
Subscribed and sworn to before me this 20th day of April 2015  
Notary Public: *Heidi M. M. [Signature]*  
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 / Pennoni Associates Inc.  
By: *[Signature]* Date: 5/6/15  
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 #: 2  
 DATE OF APPLICATION: 04/27/2015  
 PERIOD THRU: 04/27/2015  
 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 BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
1	MOBILIZATION	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
2	LIGHTING REPLACEMENT	\$222,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$222,000.00	
3	TRANSFORMER	\$153,000.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	12%	\$135,000.00	
4	GAS FIRED GENERATOR	\$170,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	12%	\$150,000.00	
5	REFLECTIVE CEILING	\$69,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$69,900.00	
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	\$0.00	\$45,500.00	\$0.00	\$45,500.00	100%	\$0.00	
TOTALS		\$650,400.00	\$35,000.00	\$83,500.00	\$0.00	\$118,500.00	18%	\$531,900.00	

**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 # 2</p> <p>PERIOD THRU: 04/27/2015</p> <p>PROJECT #s: 6E</p> <p>DATE OF CONTRACT: 01/19/2015</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER</p> <p><input type="checkbox"/> ARCHITECT</p> <p><input type="checkbox"/> CONTRACTOR</p> <p><input type="checkbox"/> ENGINEER</p> <p><input type="checkbox"/></p>
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**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	\$45,500.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$650,400.00
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b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$11,850.00
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8. PAYMENT DUE	\$75,150.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$543,750.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$45,500.00	\$0.00
<b>TOTALS</b>	<b>\$45,500.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$45,500.00</b>	

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: 04/20/2015

Anne R. McConnell

State of: PENNSYLVANIA

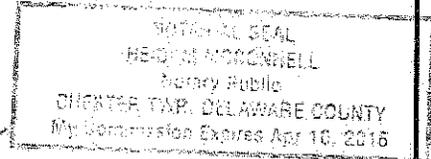
County of: DELAWARE

Subscribed and sworn to before

me this 20th day of April 2015

Notary Public: *Heidi M. M. [Signature]*

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 / Pennoni Associates, Inc.

By: *[Signature]* Date: 5/6/15

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.

CONTINUATION PAGE

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

APPLICATION #: 2  
 DATE OF APPLICATION: 04/27/2015  
 PERIOD THRU: 04/27/2015  
 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 BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
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2	LIGHTING REPLACEMENT	\$222,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$222,000.00	
3	TRANSFORMER	\$153,000.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	12%	\$135,000.00	
4	GAS FIRED GENERATOR	\$170,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	12%	\$150,000.00	
5	REFLECTIVE CEILING	\$69,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$69,900.00	
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	\$0.00	\$45,500.00	\$0.00	\$45,500.00	100%	\$0.00	
TOTALS		\$650,400.00	\$35,000.00	\$83,500.00	\$0.00	\$118,500.00	18%	\$531,900.00	

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

May 6, 2015

John P. Capuzzi, Jr.  
Treasurer

Kathleen M. Yanoshak  
Controller

Edward E. O'Loone, 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 Order #1 – AJM Electric, Inc.**

Dear Mr. Hamaday:

Please find attached three (3) copies of Contract Change Order No. 1 for the referenced project submitted for the Township's review and approval. The change order is required to furnish and install a new PECO transformer vault, set and connect the transformer and electrical feeds.

The change order increases the contract price by a net total of \$45,500.00.

The enclosed copies have been recommended by our office. If you agree with this amount, please have all three copies of the certificates 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 (2)

JAM/epj



# CONTRACT CHANGE ORDER

Contract No. 6E

Date 05/06/2015

Change Order No. 1

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	PECO Transformer		\$45,500.00
	Change in contract price due to this Change Order:		
	<b>Total decrease</b>	\$0.00	
	<b>Total increase</b>		\$45,500.00
	Difference between Col. (3) and (4)		\$45,500.00
	Net (increase/decrease) contract price		\$45,500.00

The sum of \$45,500.00 is hereby  added to,  deducted from, the total contract price and the total adjusted contract price to date thereby \$650,400.00.

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.: 1

**NECESSITY FOR CHANGE:**

Item No. 1 - Furnish and install new PECO transformer vault, set and terminate transformer. Intercept existing primary service conductors, splice in new manhole, and extend primary service feeders to new PECO transformer vault.

Accepted by: \_\_\_\_\_ DATE

Recommended by:  ENGINEER 05/06/2015 DATE

Approved by: \_\_\_\_\_ TOWNSHIP MANAGER DATE



# CONTRACT CHANGE ORDER

Contract No. 6E

Date 05/06/2015

Change Order No. 1

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	PECO Transformer		\$45,500.00
	Change in contract price due to this Change Order:		
	<b>Total decrease</b>	\$0.00	
	<b>Total increase</b>		\$45,500.00
	Difference between Col. (3) and (4)		\$45,500.00
	Net (increase/decrease) contract price		\$45,500.00

The sum of \$45,500.00 is hereby  added to,  deducted from, the total contract price and the total adjusted contract price to date thereby \$650,400.00.

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.: 1

**NECESSITY FOR CHANGE:**

Item No. 1 - Furnish and install new PECO transformer vault, set and terminate transformer. Intercept existing primary service conductors, splice in new manhole, and extend primary service feeders to new PECO transformer vault.

Accepted by: \_\_\_\_\_  
CONTRACTOR DATE

Recommended by:  \_\_\_\_\_  
ENGINEER 05/06/2015  
DATE

Approved by: \_\_\_\_\_  
TOWNSHIP MANAGER DATE



# CONTRACT CHANGE ORDER

Contract No. 6E

Date 05/06/2015

Change Order No. 1

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	PECO Transformer		\$45,500.00
	Change in contract price due to this Change Order:		
	<b>Total decrease</b>	\$0.00	
	<b>Total increase</b>		\$45,500.00
	Difference between Col. (3) and (4)		\$45,500.00
	Net (increase/decrease) contract price		\$45,500.00

The sum of \$45,500.00 is hereby  added to,  deducted from, the total contract price and the total adjusted contract price to date thereby \$650,400.00.

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.: 1

**NECESSITY FOR CHANGE:**

Item No. 1 - Furnish and install new PECO transformer vault, set and terminate transformer. Intercept existing primary service conductors, splice in new manhole, and extend primary service feeders to new PECO transformer vault.

Accepted by: \_\_\_\_\_  
CONTRACTOR DATE

Recommended by:  \_\_\_\_\_  
ENGINEER 05/06/2015  
DATE

Approved by: \_\_\_\_\_  
TOWNSHIP MANAGER DATE

# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Marple Township Admin. Library CHANGE ORDER #: 1  
 Marple Township Library building HVAC Lighti  
 227 S. Sproul Road Broomall, Pa. 19008-239 CHANGE ORDER DATE: 03/05/2015  
 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:

Scope:  
 Furnish and install new PECO transformer vault, ~~manhole~~, set and terminate transformer. Intercept existing primary service conductors, and splice in new manhole, extend primary service feeders to new PECO transformer vault.

- Exclusions;  
 1. PECO charges.  
 2. Disposal of existing high voltage switch and tranformer.

Proposed Break Down on other side

The original Contract Sum was	\$604,900.00
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$604,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$45,500.00
The new Contract Sum including this Change Order will be	\$650,400.00
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 _____ BY (Signature) Joseph A. Mastronardo, PE (Typed Name) DATE _____	AJM Electric, Inc. CONTRACTOR 2333 CONCORD RD ADDRESS CHESTER TWP PA 19013 _____ BY (Signature) Anne R. McConnell (Typed Name) DATE 3/9/15	Marple Township OWNER 227 South Sproul Road ADDRESS Broomall, Pa. 19008-2397 _____ BY (Signature) _____ (Typed Name) DATE _____
--	---	--

Exclusions:

1. PECO charges.
2. Disposal fo existing high voltage switch and transformer.

Proposal Brekadown:

Material

Transformer Vault = \$3,200.00

5" PVC conduit = \$1,140.00

15 KU cable - \$1,840.00

PVC fittings = \$575.00

Splicing Material = \$675.00

Stove = \$150.00

A. Material Total = \$7,580.00

B. Material Profit = \$758.00

Expenses:

1. Backhoe = \$2,400.00

2. Fuel = \$500.00

3. Bond Increase = \$1,542.00

C. Expense Total = \$4,442.00

Labor:

Standard Rate - \$105.00/hour

Saturday Rate - \$145.00/hour

Sunday Rate - \$195.00/hour

Man Hours:

Standard Rate Hours =  $208 \times \$105.00 = \$21,840.00$

Saturday Rate Hours =  $32 \times \$145.00 = \$4,640.00$

Sunday Rate Hours =  $32 \times \$195.00 = \$6,240.00$

D. Total Labor = \$32,720.00

Change Order Summary

A. Material - \$7,580.00

B. Material Profit - \$758.00

C. Expenses - \$4,442.00

D. Labor - \$32,720.00

Total Change Order - \$45,500.00

# 2015 Road Program

Location	
Lindbergh	West Chester Pk to Anthony
Sterner	West Chester Pk to Lindbergh
Evergreen	
Old Cedar Grove	
Raymond	West Chester Pk to Sterner
Lewis	
Mary	
Rose Hill	
St Paul	
Glen Spring	
Rose Tree	
1st	
2nd	
3rd	
4th	
5th	
Harding	
Morton	
Gilbert	
Radcliffe	
Rolling	
Williamnsburg	
Lee	
Richmond	
Jamestown	
Marshall	
Reed	

Township of Marple  
Tabulation of Bids Received Until 11:00 A.M.  
Prevailing time on April 9, 2015

**CONTRACT No. 2**  
**PAXON HOLLOW COUNTRY CLUB**  
**HVAC REPLACEMENT**

B & E Boiler Works, Inc. 80-F Gravel Pike Red Hill, PA 18076	Clipper Pipe & Service Inc. P.O. Box 148 Crum Lynne, PA 19022	Emcor Services Fluidics 9815 Roosevelt Blvd Philadelphia, PA 19114	Air Control Technology, Inc. 998 Taunton Avenue West Berlin, NJ 08094	Gaudelli Bros., Inc. 202 So. Wade Blvd. Millville Industrial Park Millville, NJ 08332	Five Star, Inc. 833 Lincoln Avenue West Chester, PA 19380	Cook's Service Company Inc. 300 Industrial Drive Avondale, PA 19311
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ITEM NO.	APPROXIMATE QUANTITY/UNIT	DESCRIPTION	UNIT PRICE						
1	1	L.S. Mechanical Mobilization	\$10,000.00	\$6,048.00	\$478.00	\$10,000.00	\$1,000.00	\$10,000.00	\$8,500.00
2	1	L.S. Mechanical Equipment Demolition	\$10,000.00	\$10,612.00	\$136,765.00	\$5,000.00	\$7,000.00	\$10,000.00	\$7,500.00
3	1	L.S. Mechanical Equipment Installation	\$176,699.00	\$180,422.00	\$59,906.00	\$185,225.00	\$194,000.00	\$184,000.00	\$212,400.00
<b>Total Bid for Contract No. 2 (Items 1 to 3)</b>			<b>\$196,699.00</b>	<b>\$197,082.00</b>	<b>\$197,149.00</b>	<b>\$200,225.00</b>	<b>\$202,000.00</b>	<b>\$204,000.00</b>	<b>\$228,400.00</b>
<b>Bid Security</b>			<b>10% Bid Bond</b>						

We Declare this to be a true Tabulation of Bids received on April 9, 2015 by the Township of Marple for the Paxon Hollow Country Club HVAC Replacement.

PENNONI ASSOCIATES INC.



Joseph Mastronardo, PE PENNA. REG. NO. 056851





METROPOLIS OF  
NEW JERSEY

# ST. LUKE GREEK ORTHODOX CHURCH

35 N. Malin Rd., Broomall, PA, 19008 · Tel: (610) 353-1592 · Fax: (610) 353-8714  
Rev. Father Christ Kontos, Protopresbyter

April 20, 2015

The Board of Commissioners  
Township of Marple  
Springfield & Sproul Roads  
Broomall, PA 19008

Dear Commissioners:

I am writing on behalf of the Greek Orthodox Church of St. Luke, to request permission to conduct our annual Greek Affair, on September 16, 17, 18, 19 and 20, 2015 on the church property located at 35 N. Malin Road, Broomall, Pennsylvania. Our church has held this festival for the past 37 years. As the Board may be aware, we have contracted this year, as we have in the past, with an independent trash removal firm and have arranged for two (2) large dumpsters to be utilized by our community for trash removal. Parking spaces will be available on our lot adjacent to the church, and we will also use street parking, as we have in past years. The Church will comply with all regulations of the *Township Special Events Ordinance*. We respectfully request permission to allow overflow parking on the Township property located at the intersection of Malin Road and the West Chester Pike. A copy of our insurance coverage, naming Marple Township as certificate holder and additional insured will be provided to reflect the dates of this year's event.

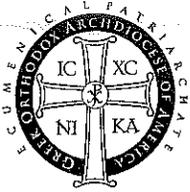
We therefore, respectfully request that you grant approval to our community for this year's Greek Affair to be held on the above dates.

Respectfully submitted,

Greek Affair 2015 Co Chair

CC: George Migias, Frederick Tsapournas and Daniel Knezevich, Co Chairs  
Andrea Papadopoulos, Parish Council President





METROPOLIS OF  
NEW JERSEY

# ST. LUKE GREEK ORTHODOX CHURCH

35 N. Malin Rd., Broomall, PA, 19008 · Tel: (610) 353-1592 · Fax: (610) 353-8714  
Rev. Father Christ Kontos, Protopresbyter

April 20, 2015

Mr. Anthony Hamady, Township Manager  
Township of Marple  
Springfield & Sproul Roads  
Broomall, PA 19008

Dear Mr. Hamady:

I am writing on behalf of the Greek Orthodox Church of St. Luke, to request permission to post signs in Marple Township advertising our annual Church festival, The Greek Affair, to be held on September 16, 17, 18, 19 and 20, 2015 on the church property located at 35 N. Malin Road, Broomall, Pennsylvania. This will be our 38th Anniversary of The Greek Affair.

We respectfully request that you grant approval to our community for placement of this year's Greek Affair signs, advertising the event to be held on the above dates.

Respectfully submitted,



Greek Affair 2015 Co Chair

CC: George Migias, Frederick Tsapournas and Daniel Knezevich, Co Chairs  
Andrea Papadopoulos, Parish Council President

[www.St-Luke.org](http://www.St-Luke.org)



[FatherCK@aol.com](mailto:FatherCK@aol.com)

# **Marple Township Harassment Policy**

## **Purpose**

It is Marple Township's policy to provide a workplace that is safe, comfortable, and free of harassment. It is our policy to prohibit harassment or discrimination based on age, race or ethnicity, religion, gender, sexual orientation, national origin, disability, veteran status, or any other "protected class" as defined by the Commonwealth of Pennsylvania and/or Federal law.

The Township's harassment policy extends to employees, elected officials, vendors, volunteers, and members of the public (when interacting with Township employees or officials).

The Township recognizes that many employees have long term working relationships with each other and a level of familiarity is to be expected, however, employees, elected officials, and volunteers must be mindful and respectful of each other and an increasingly diverse workforce. It is also expected that the same or greater level of courtesy is extended to volunteers, vendors, contractors, and members of the public.

## **What Is Harassment?**

Sexual Harassment is defined by the PA Human Relations Commission as: "unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, when":

1. submission to such conduct is made either explicitly or implicitly a term or condition of...employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment may not necessarily be sexual in nature. It may include, but is not limited to: speech, gestures, jokes, "catcalls", pranks, intimidation, physical contact, or violence.

Some examples of harassment are:

- obscene or suggestive comments about a person's appearance or body;
- jokes, slurs, threats, or other offensive verbal or physical contact relating to an individual's gender, sexual orientation (or perceived orientation), disability, ethnicity, religion, etc.
- displays of explicit or offensive photographs, cartoons, greeting cards, magazines, or other printed materials;
- repeated, unwelcome communication and/or physical contact;
- dissemination of electronic communications (email, website links, text messages) that are of an offensive nature.

The most critical aspect of harassment is that it is "unwelcome." If an individual does not verbalize their objection to a behavior, this does not mean they are accepting of it.

## **Policy**

1. Physical, sexual, and other forms of harassment at work or at Township sponsored events are strictly prohibited, whether committed by employees (supervisors or non-supervisors), elected officials, vendors, citizens, or volunteers. Under this policy, department heads, supervisors, and elected officials cannot threaten or imply that giving into or rejecting sexual advances will influence any decision regarding employment, awarding of contracts, volunteering, etc.
2. Sexual and other forms of harassment by an employee will result in disciplinary action up to and including dismissal, and may lead to personal legal and financial liability for that employee.

## Marple Township Sexual Abuse Policy

The Township of Marple prohibits and does not tolerate sexual abuse in the workplace or in any organization related activity. The Township provides procedure for employees, volunteers, family members, victims of sexual abuse, or others to report sexual abuse and disciplinary penalties for those who commit such acts. No employee, volunteer, or third party, no matter his or her title or position has the authority to commit or allow sexual abuse.

The Township has a Zero-Tolerance policy for any sexual abuse committed by an employee, volunteer, or third party. Upon completion of the investigation, disciplinary action up to and including termination of employment and criminal prosecution may ensue.

Sexual abuse is inappropriate sexual contact of criminal nature or interaction for gratification of the adult who is a caregiver and responsible for the child's care. Sexual abuse includes sexual molestation, sexual assault, sexual exploitation or sexual injury. Any incidents of sexual abuse reasonably believed to have occurred will be reportable to appropriate law enforcement agencies and regulatory agencies.

Physical and behavioral evidence or signs that someone is being sexually abused are listed below.

Physical evidence of abuse:

- Difficulty in walking
- Torn, stained or bloody clothing /undergarments
- Pain or itching in genital area
- Bruises or bleeding of the external genitalia
- Sexually transmitted diseases
- 

Behavioral signs of sexual abuse:

- Reluctance to be left alone with a particular person
- Wearing lots of clothing
- Fear of touch
- Nightmares or fear of night

Reporting Procedure:

If you are aware of or suspect sexual abuse taking place, you must immediately report it to Township Manager and the Marple Township Police Department. Appropriate family members will be notified of alleged instances of sexual abuse.

Anti-retaliation:

The Township prohibits retaliation made against any employee or volunteer who reports a good faith complaint of sexual abuse or who participates in any related investigation. Making false accusations of sexual abuse in bad faith can have serious consequences for those who are wrongly accused. The Township prohibits making false and/or malicious sexual abuse allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination.

Investigation and Follow-up:

The Township will take all allegations of sexual abuse seriously and will promptly and thoroughly investigate whether sexual abuse has taken place. The Township will cooperate fully with any investigation conducted by law enforcement or other regulatory agencies. It is the Township's objective to conduct a fair and impartial investigation. The Township will have the option of placing the accused on a leave of absence or on a reassignment to non-child contact. The Township will make every reasonable effort to keep the matters involved in the allegation as confidential as possible while still allowing for a prompt and thorough investigation.

Acknowledging Receipt and Understanding of Sexual Abuse Policy:

I acknowledge that I have received and read the sexual abuse policy and/or have had it explained to me. I understand that the Township will not tolerate any employee, volunteer, or third party who commits sexual abuse. Disciplinary actions will be taken against those who are found to have committed sexual abuse.

I understand that it is my responsibility to abide by all rules contained in the policy. I also understand how to report incidents of sexual abuse as set forth in the abuse policy, including retaliating against any employee/volunteer exercising his or her rights under the policy.

Employee/ Volunteer

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

Signature: \_\_\_\_\_

Date of Annual Review: \_\_\_\_\_

## Definitions of Child Abuse:

Pennsylvania state statutes describe physical and sexual abuse, neglect and endangerment. In general, they can be described this way:

**Physical abuse** is any act(s) which results in non-accidental injuries to a child including patterns of unexplained injuries and injuries that appear to have been caused in a manner inconsistent with the explanation. Physical abuse includes unreasonably restraining a child with tying, caging or chaining and excessive or unreasonably forceful discipline that leave injuries or marks on a child. Physical abuse is also defined as assaultive behavior not usually associated with discipline such as shaking, kicking, cutting and burning.

**Sexual abuse** is any act(s) of sexual assault or sexual exploitation of a child including intentional touching of the child's intimate parts; causing the child to touch the abuser's intimate parts; sexual intercourse, anal intercourse, fellatio and cunnilingus; any intrusion into the genital or anal opening of the child; or causing any intrusion into the genital or anal opening of the abuser by the child.

**Neglect** is the failure of a parent to provide for the child's physical, emotional, medical and educational well being. Pennsylvania law states that a parent or caretaker who willfully deprives a child of necessary food, clothing, shelter, health care, or supervision appropriate to the child's age, when the parent is reasonably able to make the necessary provisions and the deprivation harms or is likely to substantially harm the child's physical, mental, or emotional health is guilty of neglect of a child. A parent who knowingly fails to protect a child from continuing physical or sexual abuse is also guilty of neglect.

**Endangerment** is when a parent or caretaker intentionally or recklessly causes or permits a child to be placed in a situation likely to substantially harm the child's physical, mental, or emotional health or cause the child's death including allowing a child to be present where illegal drugs are being made, kept, sold or used and recklessly allowing a child under 14 years of age access to a loaded firearm.

How do I recognize child abuse:

Signs of physical abuse include unexplained or unreasonable bruises, burns, cuts, abrasions and broken bones. Patterned marks made by objects like belts, cords, teeth, handprints, and clothes or curling irons can be strongly indicative of physical abuse especially when combined with a child's description of how the injury was inflicted. Another strong indicator of child abuse is an explanation for injuries that would be unusual in a given age group. For example, a broken arm or leg in a four-month old child is blamed on a fall down the stairs.

The best indicator of sexual abuse is a disclosure by the child regarding the sexual activity. Other indicators may be a detailed, age-inappropriate knowledge of sexual acts, changes in established behaviors like sleeping, eating and toileting, complaints of genital pain or irritation, and infection with a sexually transmitted disease.

Neglect can be indicated by a child who is chronically dirty or dressed inappropriately for the weather, a child who is frequently hungry or sleepy and reports being unable to eat or sleep regularly at home, a child who does not attend school regularly or one who has not been enrolled in school, a child who remains untreated or is treated inappropriately for a medical problem or a child who describes being left alone and unable to care for himself.

A good indicator of endangerment is a description by a child of events that may place him in danger such as being involved in a physical, domestic fight between adults in the home, seeing illegal drugs being used or sold or having access to loaded guns kept in the home.

Why should I report child abuse?

The most important reason to report child abuse is to protect the child from further abuse. Children have few resources for changing the circumstances of their lives and children who are being hurt by their caretakers rely on the intervention of others to protect them. Reporting abuse is also a way to ensure that parents who need help but are not able to ask for it are offered parenting resources.

I'm not sure if the situation is serious enough to report.

Describe the situation to child protection or the police. Remember that often the most serious abuse occurs in private and away from anyone but the children involved. What you have seen or heard may be only the tip of the iceberg.

How do I report suspected child abuse?

The Marple Township Police Department and Delaware County Children and Youth Services are the two agencies charged with receiving reports of child abuse occurring in the Township. These agencies are also responsible for the joint investigation of child abuse allegations. You may report suspicions of child abuse to the Township Police Department 24 hours a day by calling 911. The operator will ask you to describe the circumstances and then dispatch a squad to take a report.

You may also call the Delaware County Children and Youth Services at 610-713-2000.

When reporting suspicions of child abuse, be prepared to provide information as much information as you have including the names and addresses of the child and parents and specific data about what happened, who was involved, and when and where the events took place. Other helpful information is what school the child attends, who else might have information about the child's situation, where the child is now and the names of siblings or other members of the household.

Any report made to the Township Police Department will automatically be reported to the Delaware County Children & Youth Services. This is included in the Pennsylvania State Statutes outlining requirements for child abuse investigations. However, there are often times when it is most appropriate to call the police to make the initial report.

If you believe a child is in imminent danger of injury, death or sexual abuse, call 911 and describe the situation to the operator with as much detail as you can. The police have the ability to remove a child from a dangerous situation while a child protection investigation is completed.

If you believe that a child has injuries that need medical attention, call 911 and provide as much information as possible. The operator may dispatch paramedics and the police to insure that the child receives needed medical care.

If you believe that the child would not be safe returning or remaining at home, call 911. The police can make arrangements for the temporary care of a child when his home is unsafe.

If a child has disclosed a sexual assault incident that occurred within the last 72 hours, call 911 for the police to respond. The officers will make a report and arrange for a medical exam to collect any physical evidence of the assault. It is very important to alert the police promptly because as time passes, the chance of obtaining physical evidence diminishes.

In the case of a sexual assault that occurred outside of the 72-hour window, calling 911 for a police response is still appropriate as the officers will take the report to begin an investigation.

Who must report child abuse?

Pennsylvania law requires that any person whose job involves working professionally with children and who knows or has reason to believe that a child is being neglected or physically or sexually abused shall immediately report the suspected incident to the local police and/or child protection. The duty to report extends to childcare workers, school personnel, physical and mental health care providers, and law enforcement officers, among others. The report must be made within 24 hours.

If the allegation of child abuse cannot be proven, will I get into trouble for making the report?

No, you will not. Anyone reporting in good faith (with a reasonable belief) may not be criminally prosecuted or sued in civil court for libel, slander, defamation, invasion of privacy, or breach of confidentiality. A person who knowingly or recklessly makes a false report is not protected from prosecution or civil suit.

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What should I do if a child tells me about abuse?

Be calm. If you appear to be angry, upset or very emotional, the child will be frightened. Let the child tell you about that happened in his own words and then reassure him that you believe him. Tell the child that he is not in trouble and that he did the right thing to tell you about what happened. Tell the child that you want to make sure that he will be safe, Let him know that you are going to get help so that this doesn't happen again. Report what the child told you to the police or child protection agency.