

Agenda

Township of Marple – Board of Commissioners – Michael Molinaro, President
Regular Meeting – May 12, 2014 – 7:00 pm

1. Call to Order

2. Pledge of Allegiance

3. Roll Call – Commissioners & Staff

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

4. Marple Township Ambulance Corps – receiving the American Heart Association's Mission: Lifeline EMS Bronze Award

5. Presentation – Mitchell Wolfson for years of services to the Marple Library Board

6. Public Forum

7. Public Presentation – Proposed Development Plan – Realty Enterprises, LLC, Paxon Hollow & Palmers Mill Roads

8. Board Minutes

- Regular Meeting – April 7, 2014

9. Disbursement Report and Check Register #2014-5

10. Ordinance #2014-5 – Swimming Pool Water Discharge Amendment

MOTION: To adopt/not adopt ordinance # 2014-5 amending Chapter 269, Swimming Pools, to prohibit the emptying or draining of any pool into the Township Sanitary or Storm sewer as outlined in said ordinance.

11. Resolution #3542 – Transfers General Fund

MOTION: To adopt/not adopt Resolution #3542 authorizing the transfers to be made in the General Fund in the amount of \$2,965.55 for the month of April 2014 as outlined in the Resolution and as recommended by the Director of Finance.

12. Resolution #3543 – Transfers Refuse Fund

MOTION: To adopt/not adopt Resolution #3543 authorizing the transfers to be made in the Refuse Fund in the amount of \$2636.81 for the month of April 2014 as outlined in the Resolution and as recommended by the Director of Finance.

13. Resolution #3544- Preliminary/Final Land Development Plan, Springton Lake Presbyterian Church, 3090 Newtown Street Road.

MOTION: To adopt/not adopt Resolution No. 3544 approving the preliminary/final Land Development Plan of the Springton Lake Presbyterian Church, prepared by Yerkes Associates, Inc., dated march 3, 2014, last revised May 9, 2014, to construct a 5,457 sq. ft. addition to the existing Church subject to the conditions outlined in said resolution.

14. Appointment of Code Enforcement Officer/Building Inspector

MOTION: To appoint/not appoint Glenn Holt of Brookhaven, PA as a full-time Township Code Enforcement Officer/Building Inspector at an annual salary of \$72,000 subject to the provisions of the Township Code and Personnel Manual as recommended by the Personnel Committee, Township Manager and Director of Code Enforcement.

15. Vehicle Policy Amendment – IRS Commuting Rule Compliance

MOTION: To approve/not approve revisions to the Township Vehicle Policy prohibiting personal use of Township vehicles and utilizing the IRS Commuting Rule for on-call employees who utilize a Township vehicle to commute to and from home as recommended by the Township Manager and Director of Finance.

16. Ground Lease – New Cingular Wireless, PCS, LLC, Marple Grade School Property, 2641 West Chester Pike

MOTION: To approve/not approve a ground lease with New Cingular Wireless, PCS for a new 8' x36' enclosure adjacent to the existing Cell Tower enclosure at the former Marple Grade School property, 2641 West Chester Pike, in order to install an equipment shelter and new antenna on the existing cell tower subject to the final review and approval of the lease agreement by the Township Manager and the Township Solicitor.

17. Permission to advertise – 2014 Road Resurfacing Program

MOTION: To authorize/not authorize the Township Engineer to prepare bid specifications and advertise a contract for a Joint 2014 Road Improvement Program with Springfield Township and Swarthmore Borough.

18. Public Works Equipment Purchase

MOTION: To approve/not approve the following equipment purchases in the Public Works Department through any available PA Costars or State Equipment Contracts as recommended by the Public Works Committee subject to the Board of Commissioners approving the financing of any equipment authorized to purchase prior to signing an agreement of sale.

1. 2 eXmark 60" mowers for the Parks Dept (\$15,841.40)
2. Sewer Jet Truck in the Sewer Dept (\$156,450.84)

19. Driveway Waiver Request – Marilyn Benedict, 31 E. Greenhill Road

MOTION: To approve/not approve the driveway waiver request of Marilyn Benedict, 31 E. Greenhill Road reducing the 5 foot setback for residential driveways from side property lines to 1 foot in order to widen the existing driveway only, curb cut will remain the same subject to the installation of any storm water management control devices as recommended by the Township Engineer.

20. Driveway Curb Cut Width Waiver Request – Ken Shatoff 124 Harmill

MOTION: To approve/not approve the driveway curb cut waiver request Ken Shutoff, 124 Harmil Road from the requirements of Chapter 108, Section 108-3 of the Township Code permitting the increase of the maximum residential curb cut width from 15' to 19'.5" as shown on the submitted plot plan.

21. Contribution Commitment to Broomall Fire Company – Proposed new Fire Station

MOTION: To commit/not commit to contribute to the Broomall Volunteer Fire Company up to \$3,000,000 to be used for the construction of a new Fire Station and as matching funds for the Redevelopment Assistance Capital Program Grant submitted by the Fire Company for the proposed Fire Station project.

22. Cancel Summer Work Sessions (June 2, July 7, August 4, September 2, 2014)

MOTION: To direct the proper Township Officials to advertise for the cancellation of the 2014 Work Sessions of June 2, July 7, August 4 and September 2, 2014 unless otherwise directed by the President of the Board of Commissioners.

23. Sign Code Waiver Request – Marple Presbyterian Church, Strawberry Festival

MOTION: To approve/not approve the request of the Marple Presbyterian Church to conduct their Strawberry Festival on May 28, 2014 and permit limited event advertising signage on the Township's properties as approved by the Code Enforcement Department both subject to the provisions outlined in Section 300-115 of the Township Code.

24. Grinder Pump Purchase Contract Payment No. 4 (Final) – Beatty Hills Sanitary Sewer Project

MOTION: To approve/not approve Contract Payment No. 4 (Final) in the amount of \$14,918.66 to Site Specific Design, Inc., for supplying Grinder Pumps as part of the Beatty Hills Sanitary Sewer Project.

25. Subdivision Plan Review Time Extension – Pennfield Properties LP, 2609 Sunset Blvd

MOTION: To accept the extension of time from the required 90 day subdivision plan review period to June 9, 2014 as offered by Pennfield Properties, LP for the proposed 2 lot subdivision at 2609 Sunset Blvd.

26. Other Business

1. Natural Lands Trust & The Darby Creek Valley Association Proposed Vegetation & Hydrologic Study – Whetstone Run on the Archdiocese of Philadelphia's Property, Sproul and Reed Roads.
2. Veterans Memorial Association Tourist Oriented Directional Signs Application - Appeal

27. Adjourn

Agenda

Township of Marple – Board of Commissioners – Michael Molinaro, President
Work Session – May 5, 2014 – 7:00 pm

1. Call to Order

2. Pledge of Allegiance

3. Roll Call – Commissioners & Staff

♦ **Executive Session** – held at 6:00PM prior to the meeting to discuss Real Estate & Litigation

4. Police Award Presentation – Thomas Murray, Superintendent

5. Public Presentation – Proposed Development Plan – Realty Enterprises, LLC, Paxon Hollow & Palmers Mill Roads

6. Staff Reports

- Public Works
- Code Enforcement
- Finance
- Police
- Engineering
- Administration
- Planning & Development Committee

7. Public Forum

8. Legislative:

- a.) Proposed Ordinance - Swimming Pool Water Discharge Amendment
- b.) Sign Ordinance Amendment Discussion – Prohibited Signs & Commercial Event Signage

9. Finance:

- a.) Proposed Resolution -Transfers

10. Administrative

- a.) Appointment of Code Enforcement Officer/Building Inspector
- b.) Proposed Resolution – Financing of new backhoe
- c.) Vehicle Policy Amendment – IRS Commuting Rule Compliance
- d.) Real Estate Tax Appeal – Toll Bros PA XI LP, Phase III Ravenscliff Subdivision (lots 1-138)
- e.) Ground Lease – New Cingular Wireless, PCS, LLC, Marple Grade School property,
2641 West Chester Pike.
- f.) Permission to advertise – 2014 Road Resurfacing Program
- g.) Authorization to purchase – 2 Parks Department mowers
- h.) Driveway Waiver Requests
 1. Marilyn Benedict, 31 E. Greenhill Rd
 2. Ken Shatoff, 124 Harmil Road

10. Administrative (continued)

- i.) Contribution Commitment to Broomall Fire Company – Proposed new Fire Station
- j.) Cancel Summer Work Sessions (June 2, July 7, August 4, September 2, 2014)
- k.) Sign Code Waiver Request – Marple Presbyterian Church, Strawberry Festival 5-28
- l.) Grinder Pump Purchase Contract Payment No. 4 (Final) – Beatty Hills Sanitary Sewer Project

11. Other Business

- 1. Township Building HVAC Renovations
- 2. PHCC Club House Roof Replacement and Building Facade Project.
- 3. Trash/Yard waste Collection

12. Adjourn

FOR IMMEDIATE RELEASE

**Contact: Maria Price
President
610-356-1639
mprice@marpleems.com**

**Marple Township Ambulance Corps receives American Heart Association's
Mission: Lifeline EMS Recognition Award**

BROOMALL, PA MAY 1, 2014 — Marple Township Ambulance Corps (MTAC) has received the American Heart Association's Mission: Lifeline® EMS Bronze Award that recognizes its commitment and success in implementing specific quality improvement measures for the treatment of patients who suffer a severe heart attack known as a STEMI (ST Elevation Myocardial Infarction).

Every year, almost 300,000 people experience a STEMI, a type of heart attack caused by a complete blockage of blood flow to the heart that requires timely treatment. To prevent death, it's critical to restore blood flow as quickly as possible, either by surgically opening the blocked vessel or by giving clot-busting medication.

Unfortunately, a significant number don't receive prompt reperfusion therapy, which is critical in restoring blood flow. Mission: Lifeline seeks to save lives by closing the gaps that separate STEMI patients from timely access to appropriate treatments. Mission: Lifeline's new EMS recognition program recognizes those emergency responders for their efforts in improving STEMI systems of care and improving the quality of life for these patients.

Emergency Medical System providers are vital to the success of Mission: Lifeline. EMS agencies provide education in STEMI identification and access to 12-lead ECG machines and follow protocols derived from American Heart Association/American College of Cardiology guidelines. The correct tools and training allow EMS providers to rapidly identify the STEMI, promptly notify the medical center and trigger an early response from the awaiting hospital personnel.

Agencies that receive the Mission: Lifeline Bronze award have demonstrated at least 75 percent compliance for each required achievement measure for three months (one quarter), and treated at least four STEMI patients for the year.

"We commend (Agency Name) for this achievement award, which reflects a significant commitment to improve the quality of care for heart attack patients," said A. Gray Ellrodt, MD, Chair of the Mission: Lifeline committee and Chief of Medicine at the Berkshire Medical Center in Pittsfield, Mass. "All too many heart attack patients in the United States still fail to receive appropriate treatment for their life-threatening condition within the recommended timeframes.

We must all continue this important work to streamline and coordinate regional systems of care to save lives and prevent complications.”

“MTAC is dedicated to making our unit among the best in the country, and the American Heart Association’s Mission: Lifeline program is helping us accomplish that by implementing processes for improving STEMI systems of care with the goal of improving the quality of care for all STEMI patients,” said Chief Bill Downey. “We are pleased to be recognized for our dedication and achievements in emergency medical care for STEMI patients.”

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About Mission: Lifeline

The American Heart Association’s Mission: Lifeline® program helps hospitals and emergency medical services develop systems of care that follow proven standards and procedures for STEMI patients. The program works by mobilizing teams across the continuum of care to implement American Heart Association/American College of Cardiology clinical treatment guidelines. For more information, visit heart.org/missionlifeline and heart.org/quality.



Presented to
Mitchell Wolfson

In appreciation of
Sixteen years of
dedicated service as a member of the
Library Board
(1998 - 2014)
of
Marple Township

Presented by
The Board of Commissioners
this 12th day of May, 2014.

NOTICE
TOWNSHIP OF MARPLE

Notice is hereby given that the Board of Commissioners of Marple Township, at their May 12, 2014 meeting will consider and take action on a proposed ordinance amending Chapter 269 of the Township Code modify the regulation regarding the operation and maintenance of swimming pools to prohibit the water from any swimming pool to be discharged into the sanitary or storm sewer, right-of-way of any street, stream, drainage ditch or unto adjoining properties The following of which is a summary:

TOWNSHIP OF MARPLE
ORDINANCE NO.
(summary)

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

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

Sharon L. Angelaccio
Township Secretary

ORDINANCE NO. 2014-5

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

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

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

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

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

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

TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS

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

Attest: _____
Sharon L. Angelaccio
Township Secretary

Resolution No. 3542

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 2014 :

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
001-0400-4600-000-0000	001-0400-4200-000-0000	Dues, Subscriptions, Memberships	\$ 465.55
001-0410-7200-000-0000	001-0410-7400-000-0000	Capital Purchases	\$ 2,500.00
			<u>\$ 2,965.55</u>

RESOLVED, this 12th day of May, 2014.

**TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS**

By: _____

Michael K. Molinaro, President
Board of Commissioners

ATTEST: _____

Sharon L. Angelaccio
Township Secretary

Resolution No. 3543

RESOLVED, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the Refuse Fund between the following accounts for the month of April 2014:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
004-0427-3000-000-0000	004-0427-3853-000-0000	Recycling Fee	\$ 636.81
			<u>\$ 636.81</u>

RESOLVED, this 12th day of May, 2014.

**TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS**

By:

Michael K. Molinaro President
Board of Commissioners

ATTEST:

Sharon L. Angelaccio
Township Secretary

RESOLUTION NO. 3544

WHEREAS, the Preliminary/Final Land Development Plan file by Springton Lake Presbyterian Church for the property located at 3090 Newtown Street Road, Newtown Square, PA prepared by Yerkes Associates, Inc. dated March 3, 2014 last revised May 9, 2014 to further develop 4.26 acres with a 5,457 sq. ft. addition to an existing Church, and

WHEREAS, the Delaware County Planning Commission at their Meeting held on April 17, 2014 recommended approval in accordance with a variance received, and

WHEREAS, the Marple Township Zoning Hearing Board at their April 16, 2014 Meeting granted the following:

1. Approval for a Special Exception to Section 300-121 B to allow the expansion of an existing nonconforming use located in a RA Zoning District; a variance from Section 300-20 A to permit the increase of impervious coverage from 20% to 40%; a variance from Section 300-38 and 300-50 to reduce the 35' rear yard setback to 30'; a variance from Section 300 212 B(4) to permit to permit an increase in gross floor area from 25% to 66.13%.

WHEREAS, the Township Engineer in his review letter dated April 25, 2014 recommended approval subject to the condition that the applicant address all outstanding comments in said letter, and

WHEREAS, the Marple Township Planning Commission at their Meeting held on May 1, 2014 recommended approval.

NOW, THEREFORE BE IT RESOLVED, the Preliminary/Final Land Development Plan prepared by Yerkes Associates, Inc. for the property located at 3090 Newtown Street Road, Newtown Square PA dated March 3, 2014 last revised May 9, 2014 be considered approved subject to the following conditions:

1. Compliance with all outstanding comments in the Engineer's Review letter dated April 25, 2014.
2. Compliance with the Marple Township Planning Commission recommendations contained in their May 1, 2014 meeting minutes
3. Compliance with the Zoning Hearing Board Decision dated April 16, 2014.

The Township Solicitor is hereby directed to prepare a Land Development Agreement in accordance with the Township Land Development Ordinance, which upon completion thereof, the proper Township Officials are authorized to execute on behalf of the Township.

RESOLVED, this 12th day of May, 2014.

TOWNSHIP OF MARPLE
BOARD OF COMMISSIONERS

By: _____
Michael Molinaro, President
Board of Commissioners

Attest: _____
Sharon L. Angelaccio, Township Secretary

10c

Marple Township Township Vehicle Policy

I. PURPOSE

To establish guidelines and control over the assignment and use of all Township-owned and operated vehicles, including non-owned vehicles and those assigned to certain employees. The responsible operation of a motor vehicle is critical to the safety of Township employees and the general public.

II. POLICY

A. Township-owned vehicles will be used for official Township business only and operated in accordance with approved procedures. Employees who use their personal vehicle on Township business must abide by this policy while operating on official Township business, and will be held to the same rules and standards as those operating Township owned vehicles.

B. No Township owned vehicle or non-owned vehicle is permitted to be operated unless the operator has the appropriate valid operator's license (i.e. Class, CDL, and/or Motorcycle) or endorsements for the vehicle operated.

C. Operators will maintain an "acceptable" driving record with respect to chargeable accidents and moving violations. A guideline "driver matrix" is included in a separate section of this policy to further define motor vehicle record rating criteria. This information is included in Appendix A of this policy. Operators who do not meet these criteria may have their authorization to drive on behalf of the Township suspended or revoked.

D. All Township drivers will have their Motor Vehicle Record (MVR) checked annually by Township Administration. Operators who do not have a valid license or whose driving record falls into the "poor" category as per the driver matrix may have their Township vehicle privileges suspended or revoked.

E. The positions authorized (but not automatically entitled) assignment of a specific vehicle subject to the approval of the Township Manager and Board of Commissioners are:

- * Township Manager
- * Director of Public Works
- * Assistant Director of Public Works
- * Public Works Dept. – Mechanic Supervisor
- * Public Works Dept. – Assistant Mechanic

E. (CONT)

- * Director of Code Enforcement
- * Chief of Police
- * Police Lieutenants (2)
- * Building Inspector(s)
- * PHCC Course Superintendent

The Township by action of the Board of Commissioners may revoke the vehicle authorization for any person and/or any position at any time for any reason deemed by the Board of Commissioners to be in the best interest of the Township. Other employees may utilize vehicles in the Township fleet or drive their own vehicle on Township business as per their work assignments and job descriptions; subject to the approval of their immediate supervisor and that they meet all driver requirements with respect to licensing, motor vehicle record, physical ability to operate the vehicle, etc.

- F. Assignment, use and control of a Township-owned vehicle for the Township Manager is as per an individual employment agreement.
- G. The assigned use of vehicles other than those authorized for the above may be approved on an "as needed" or temporary basis only under the direction of the Township Manager. Temporary operators must adhere to all Township vehicle policies and have an "acceptable" driving record as per the driver matrix standards. Temporary operators will be subject to an MVR check prior to being assigned a vehicle. These requirements may be waived in the event of a Township emergency.
- H. The assignment and use of vehicles listed in E, F, & G is to permit those employees to be on-call and available to respond to emergencies and calls for service.
- I. Vehicles owned by Marple Township shall only be operated by Township employees. Use by the employee's spouse, children, family members or friends is strictly prohibited.
- J. The use of any assigned Township vehicle for personal use, vacation, recreational use, personal trips, deliveries, carrying of materials or conducting of a private business is prohibited.
- K. Personnel may be authorized to use a Township-owned vehicle or personal vehicle to attend a school, training seminar or other Township business-related function. Any and all other off-duty use of Township-owned vehicles by personnel must be approved by the Township Manager.
- L. Members of an authorized employee's family are not authorized to be passengers in a Township-owned vehicle, unless as part of an employees official duties or Township functions.
- M. Authorized employees are not permitted to carry non-employee passengers in Township vehicles unless is necessary to conduct Township business.

- N. Township-owned vehicles assigned and operated under this policy, and personal vehicles used on Township business are subject to all Township policies, rules and regulations.
- O. Personnel assigned the use of Township-owned vehicles may use the vehicle for car-pooling for other employees to and from work whenever possible. However, only those employees authorized to drive the vehicle may do so.
- P. Seatbelts are required to be worn at all times by the driver and occupants of any Township vehicle. This also applies to any personal vehicle being used on Township business.
- Q. Marple Township is a smoke free workplace. Smoking is thereby prohibited in any Township vehicle.
- R. Employees shall make themselves aware of and adhere to the Township's Drug Free Workplace Policy and Vehicle Accident Policy.
- S. The use of cell phones, or any electronic device, including text messaging and voice direct connect is prohibited while any Township vehicle (or personal vehicle used on Township business) is in operation, unless a hands free device is used. Text messaging, checking emails, or other use of electronic devices that take the operator's attention away from the road is strictly prohibited while operating a vehicle on Township business, the driver must first pull off the roadway and be in a safe location before engaging in any types of electronic communications. Phone conversations, even while on a "hands free" device, should be kept to an absolute minimum while operating a motor vehicle.
- T. The Marple Township Police Department Policy Manual's policies regarding police department vehicles shall supplement this policy.

III. FLEET VEHICLE OPERATION

- A. It is the responsibility of each employee assigned to or utilizing a Township vehicle to inspect and maintain the vehicle. The vehicle shall be inspected inside and out for damage and cleanliness prior to use and at the end of each shift. Damage to a vehicle is to be noted on the "Vehicle Damage Report" and submitted to the Mechanic Supervisor.
- B. Vehicle exteriors shall be washed as regular intervals or as needed to keep the appearance as new.
- C. Vehicle interiors shall be kept clean and inspected at the beginning of each shift. Any damage to the vehicle interior will be noted on the "Vehicle Damage Report" and submitted to the Mechanic Supervisor.

D. Maintenance

1. An employee should be cognizant of the vehicle inspection and fluid replacement stickers on the vehicle they are operating and report any outdated sticker to the mechanic Supervisor immediately
2. The Township garage will check the mileage and perform the required service or preventive maintenance on the vehicle.
3. An employee must report any observed mechanical problem, noise, odor, etc. of a vehicle they are operating immediately to the Mechanic Supervisor.
4. Employees using their personal vehicles on Township business are expected to keep their vehicles in safe, working order and maintain current inspections and emissions as per PA regulations. The Township reserves the right to perform an in-house safety inspection of an employee's vehicle.

E. Insurance Requirements

The Township provides insurance coverage for all Township owned vehicles. Employees who use their personal vehicle for Township business must maintain insurance coverage with minimum liability limits of \$100,000/\$300,000 for Bodily Injury and \$50,000 for Property Damage. Proof of insurance and required liability coverage must be provided to the Township Manager on a semi-annual basis, or on demand as circumstances warrant. A current certificate of insurance will be the only acceptable coverage verification, insurance cards or policy declarations are not considered to be valid for these purposes.

IV. RESPONSIBILITY

Township Manager: Responsible to develop administrative procedures regarding the assignment, use and control of all Township-owned vehicles and non-owned vehicles used on Township business pursuant to this Policy. The Township Manager will ensure that MVR checks are performed annually and assess whether Township drivers have an acceptable driving record.

Director of Finance and Administration: Responsible for providing appropriate mileage logs for use by drivers with authorized personal use (per Section II C) that do not choose a standard payroll deduction for personal mileage. Responsible for assuring maintenance of such records.

Vehicle Operators/Drivers of Township-Owned Vehicles: Responsible for the cleanliness of the vehicle; for the normal daily safety operational checks; adhering to and scheduling preventive maintenance checks. All vehicle operators/drivers of Township-owned vehicles are expected maintain a valid PA Drivers License and CDL license if required by their position. Employees are also expected to operate the vehicle in a safe and legal manner in accordance with the Motor Vehicle Laws of the Commonwealth of Pennsylvania and policies of Marple Township.

Taxation of Commuting Benefits: Employees in positions listed in Section II. C., unless such position/employee falls under an IRS qualified exemption, shall be taxed on the value of the “non-cash fringe benefit” of utilizing a Township vehicle for commuting to and from work. The taxable benefit shall be determined by one of the following methods:

1. For employees utilizing a Township owned vehicle , the IRS Commuting Valuation Rule will be used and this amount will be included as taxable wages on the employees annual W2.
2. For employees utilizing a gasoline credit card, the annual amount of gasoline purchases shall be included as taxable wages on the employees annual W2.

APPROVED: _____ DATE: _____
Board of Commissioners

APPROVED: _____ DATE: _____
Township Manager

TO BE REVIEWED: As Necessary

DISTRIBUTION: Township Manager, All Department Heads, Employees with assigned township Vehicles, Employees who use Personal Vehicles on Township business, Safety Committee Members.

APPENDIX A – Motor Vehicle Driving Record Grading Criteria, i.e. “Driver Matrix”

Motor vehicle records for operators of Township vehicles will be evaluated on the following criteria. Drivers whose record falls into the “poor” category may have their Township vehicle privileges suspended or revoked. Only those drivers who maintain a valid drivers’ license with an “acceptable” or “clear” rating will be permitted to operate a Township vehicle. Drivers whose record falls into the “borderline” category will be assessed by Administration to determine if they may continue operating a Township vehicle.

Number of Minor Violations	Number of at-fault accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Borderline	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor
Any Major Violation	Poor	Poor	Poor	Poor

Examples of Major Violations:

- Leaving the scene of an accident
- Driving under the influence of drugs or alcohol
- Racing or excessive speed (>20 MPH over speed limit)
- Reckless, negligent or careless driving
- Felony, homicide or manslaughter involving the use of a motor vehicle
- License suspension or revocation resulting from accidents or moving violations
- Following too closely or tailgating
- Attempting to elude a police officer

Examples of Minor Violations:

- Speeding < 20 MPH
- Failure to obey traffic control sign
- Failure to yield
- Illegal turn

Examples of Non-Moving Violations (will not be included in a driver MVR evaluation):

- Parking tickets
- Motor vehicle equipment violations
- Failure to have a valid operator's license available where one actually exists

**INSTRUCTIONS FOR COMPLETION OF THE EMPLOYEE USE OF TOWNSHIP
VEHICLE MILEAGE LOG**

A Vehicle Mileage Log must be utilized when using a Township vehicle for non-routine business or travel (trip).

Each vehicle trip must have a log entry containing the following information:

1. Date of trip
2. Origin – Starting point of trip
3. Destination – Ending point of trip
4. Miles – difference between ending odometer mileage for previous trip and ending odometer mileage.
5. Odometer Mileage – Odometer reading at destination of trip.

Opening Mileage is the odometer reading of the vehicle prior to the start of the trip of the vehicle.

Ending mileage is the odometer reading after completing the trip.

Beginning odometer reading plus total miles must equal the ending odometer reading.

Use additional forms for each trip as needed.

Forms must be signed by the Department Head and submitted to the Director of Finance by the end of the month the non-routine or travel use of a Township vehicle occurred..



10e

Authorized Representatives of



formerly known as Cingular

200 North Warner Road, Suite 215 • King of Prussia, PA 19406

Tim Allen

Mobile: 484-524-3368

E-mail: tja828@comcast.net

February 3, 2014

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

RE: AT&T Site Bella Dr. & Malin / 2641 West Chester Pike, Broomall, PA 19008

Dear Mr. Hamaday:

I would like to Thank you for the time you have already taken to review our initial proposal and lease exhibit. As requested I have made adjustments to the lease agreement to include the requested monthly rent of Eleven Hundred Dollars per Month (\$1,100.00), language was added to the lease in the event that the site will need to be moved due to development of the property (please review with your Solicitor and let me know what you think of the language or please suggest language used for other tentants), and I also attached a copy of the revised lease exhibit showing our equipment compound in the back of the existing compound. Our leased space was decreased from 720 sq. ft. to 648 sq. ft.

I have also been in touch with Verizon Wireless and we are in the process of reaching an agreement with them to collocate our antennas on their tower.

In reference to the terms of the lease agreement we are prepared to enter in to a lease agreement with the following economic profile:

Monthly Rental:	\$1,100.00 per month
Option Term:	\$1,000.00 per option term
Initial Term:	5 years
Renewals:	4 successive 5-year renewal terms
Escalation:	7.5% per term

I realize that you may have questions and I would like to answer them to the best of my ability. Feel free to call me directly at 484-524-3368.

Thank you for your time and consideration. I have included a revised copy of AT&T's standard lease agreement for your review.

Sincerely,

Tim Allen

Market: E.PA/S.NJ/DE
Cell Site Number: 12920869
Cell Site Name: Bella Dr. & Malin
Fixed Asset Number: 12920869

ADDITIONAL GROUND SPACE LEASE AGREEMENT

THIS ADDITIONAL GROUND SPACE LEASE AGREEMENT ("**Agreement**"), dated as of the 1st day of _____, 20____, is entered into by Township of Marple, a _____, having a mailing address of 227 South Sproul Road Broomall, Pennsylvania 19008 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**"). This Agreement shall be effective as of _____, 20____, the latter of the signature dates below (the "**Effective Date**").

[NOTE: The first blank in the above paragraph should be filled in with the month in which the first acknowledgment block was executed].

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 2641 West Chester Pike Broomall, in the County of Delaware, State of Pennsylvania (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on an antenna structure owned by a third party ("**Antenna Landlord**"), which antenna structure is located on the Property or adjacent property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 720 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility and grants such easements as are necessary for installation of all equipment required or advisable to connect Tenant's antennas located on the antenna structure owned by Antenna Landlord with the Communication Facility (as such term is defined in Paragraph 2 below).
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antenna structure which is located on the

Property or adjacent property, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Six Hundred and No/100 Dollars (\$600.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by seven and one-half percent (7½%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use, Tenant's ability to secure a lease with Antenna Landlord for space on Antenna Landlord's antenna structure and such lease remaining in full force and effect during the Term hereof, and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord, if Tenant is unable to obtain a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure, if Tenant determines in its sole discretion that the cost of obtaining a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure is commercially unreasonable, or if the lease, license or similar agreement between Tenant and Antenna Landlord for space on Antenna Landlord's antenna structure expires or is terminated for any reason;

(d) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(e) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(f) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 6(e) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services

Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord or Antenna Landlord, or their respective employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable

attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the Property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]

(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property ("Owner") attached hereto as **Exhibit 10c(i)** along with all amendments thereto (the "**Ground Lease**"); (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) that during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; and (iv) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit 10c(iv)** executed by Landlord and Owner.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations,

codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be

removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) the Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii)

Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: _____ (PA)
Fixed Asset No: _____
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

With copies to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (PA)
Fixed Asset No: _____
208 S. Akard Street
Dallas, TX 75202-4206

New Cingular Wireless PCS, LLC
Attn: Lease Administration – Mail Drop 370
Re: Cell Site #: _____; Cell Site Name: _____ (PA)
Fixed Asset No: _____
200 North Warner Road
King of Prussia, PA 19406

The copy sent to the Legal Department and Lease Administration is an administrative step which alone does not constitute legal notice.

If to Landlord: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Property and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each

such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant. 150

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration – Property Taxes
Re: Cell Site #: _____; Cell Site Name: _____ (PA)
Fixed Asset No: _____
Suite 13-F, West Tower
575 Morosgo Drive
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) Controls, is controlled by, or under common Control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a limited liability company, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

LANDLORD ACKNOWLEDGMENT

(1) By individuals

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

(2) By a corporation

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

Any deed, conveyance, mortgage or other instrument in writing, made and executed by a corporation, may be acknowledged by any officer of said corporation whose signature appears on such deed, conveyance, mortgage or other instrument in writing, in execution or in attestation of the execution thereof.

(3) By an attorney in fact

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for _____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

(4) By any public officer or deputy thereof or by any trustee, administrator, guardian or executor

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____ of the State (County or City as the case may be) of _____ known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

(5) By an attorney at law

State of _____

County of _____

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when _____ whose name is subscribed to the within instrument executed the same, and that said person _____ acknowledged that _____ he _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Title of Officer

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Additional Ground Space Lease Agreement dated _____, 20 __, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10c(i)

GROUND LEASE

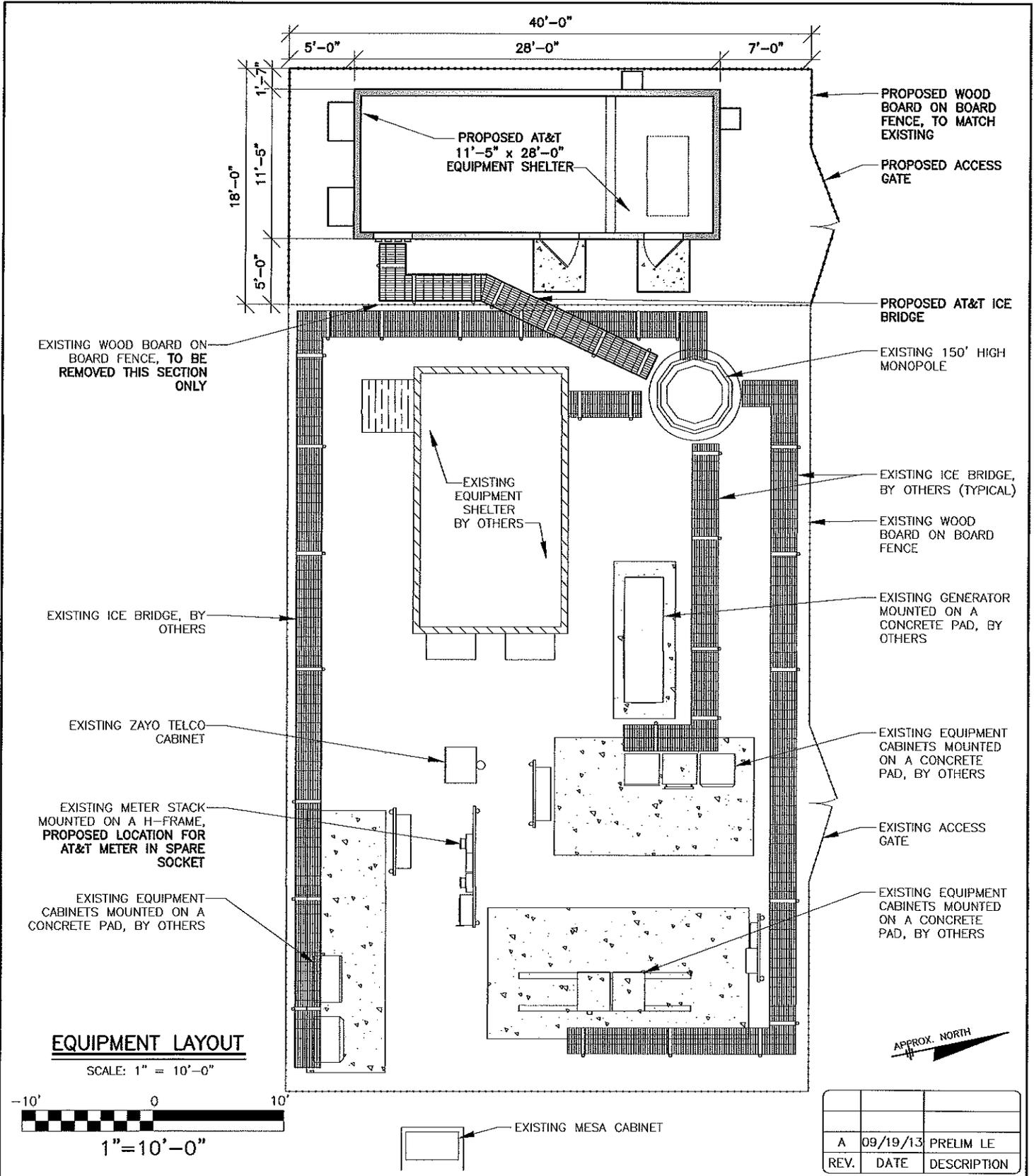
[FOLLOWS ON NEXT PAGE]

EXHIBIT 10c(iv)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Site Acq: Ti Allen 9/23/13



REV.	DATE	DESCRIPTION
A	09/19/13	PRELIM LE

PREPARED BY:



velocitel
complete wireless solutions
Velocitel, Inc.
570 Colonial Park Drive, Suite 307
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5943

APPLICANT/OWNER:



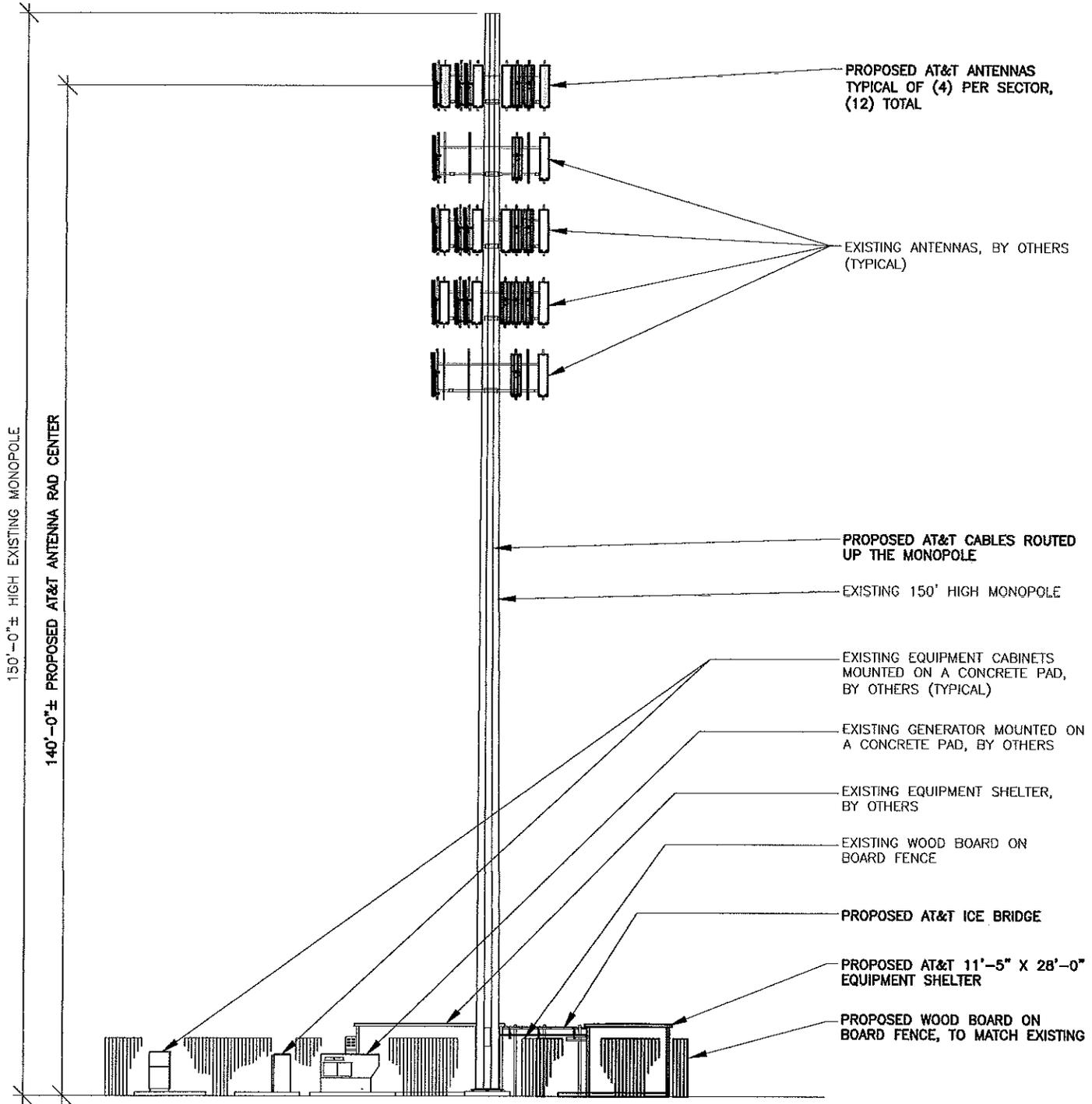
at&t
MOBILITY
200 North Warner Road
King of Prussia, PA 19406

DWG TITLE: **EQUIPMENT LAYOUT**

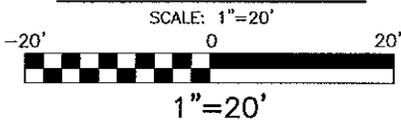
SITE NO.:
FA NUMBER: 12920869
RING NAME: BELLA DRIVE & MALIN
SITE NAME: VERIZON TOWER

SITE ADDRESS:
2641 W. CHESTER PIKE
BROOMALL, PA. 19008

DRAWN BY: DMT
DATE: 09/19/13
1 OF 2



EQUIPMENT ELEVATION



A	09/19/13	PRELIM LE
REV.	DATE	DESCRIPTION

PREPARED BY:



velocitel
complete wireless solutions

Velocitel, Inc.
570 Colonial Park Drive, Suite 307
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5943

APPLICANT/OWNER:



at&t
MOBILITY

200 North Warner Road
King of Prussia, PA 19406

DWG TITLE: **ELEVATION**

SITE NO.:
FA NUMBER: 12920869
RING NAME: BELLA DRIVE & MALIN
SITE NAME: VERIZON TOWER

SITE ADDRESS:
2641 W. CHESTER PIKE
BROOMALL, PA. 19008

DRAWN BY:
DMT

DATE:
09/19/13

2 OF 2

GranTurk equipment co., inc.

home office:
 one schuylkill parkway
 building b
 bridgeport, pa 19405-1069
 phone (610) 239-9800
 fax (610) 239-9806

branch office:
 1415 bush street
 baltimore, md 21230
 phone (410) 837-5570
 fax (410) 837-1024

QUOTATION

February 24, 2013

Township of Marple
 227 S Sproul Road
 Broomall, PA 19008

Attn: Ed Cross, Director of Public Works

As per the request of our sales representative Joel Chernin we are pleased to offer the following for your consideration. **In accordance with the COSTARS 025-046 contract, we are pleased to offer the following for your consideration.**

One (1) Vactor RamJet 1500 Gallon Water Tank 80 GPM/2500 P.S.I. Vactor Water Pump

Air Purge System for Vactor Pump/Chassis Must Have Air Compressor

3" Y-Strainer @ Water Fill

12 GPM Cold Weather Recirculation System-Chassis

Front and Rear Handgun Couplers

600' x 1" Piranha Sewer Hose/2500 PSI

Lateral Cleaning Kit with 150' Hose and Nozzle

Hose Reel Pay In/Pay Out Joystick

Split Arrow Traffic Controller

Hand Light with Retractable Reel

Strobe LED Amber Light-Fed Signal Rear Mounted Only

Work Light at Hose Reel Control

Jetter Manual-Full Printed Version

Work Light at Hose Reel Manhole

Additional Jetter Manual-CD Version

96 x 30 x 16 Aluminum Full Width Tool Box

Additional 1" Leader Hose-10 Ft. (Not Shark)

Offset Manhole Roller

Freight, Prep & Delivery

Total List Price for Vactor RamJet..... \$134,164.15

5% Costars Discount..... (\$6,708.21)

Total Costars Price..... \$127,455.94

OPTION: 180 Degree Telescoping/Rotating Reel At Rear..... \$28,995.00

156,450.94

Important Notice: The price quoted does not include re-routing of exhaust pipes, removing or relocating fuel tanks, battery boxes or air tanks, or any other chassis modifications. If any of the above is required an extra charge will be made on a time and material basis.

DATE OF ACCEPTANCE _____

By _____

GranTurk equipment co., inc.

Anne C. Ritchie

ANNE C. RITCHIE - PRESIDENT

Quotation Valid Only if Approved By An Officer of GranTurk equipment co., inc.

TOWNSHIP OF MARPLE
227 S. Sproul Road
Broomall, PA 19008
610-356-4040 Fax 610-356-8751

APPROVED/REJECTED
Signature of Inspector/ Date

10h

Permit Fee: \$ 75 * 75⁰
Ucc Fee: 4
CO Fee: _____
TOTAL: \$ 79.00

Folio #: 25000 _____

DATE: 4/4/14 PERMIT NUMBER: _____ ZONING DISTRICT: _____ SURVEY DATE: _____

Is property on Historical Resource List? Y N Historical Commission _____

Building Permit/General Plumbing _____ Electrical _____ Mechanical _____ Sprinkler _____
Low Voltage Wiring _____ Accessory Structure _____ Pod/Temp.Stor.Unit _____ Other _____ Accessibility _____

Property Owners Information: Name: Marilyn Benedict

Address: 31 East Greenhill Rd Broomall

Property Location: _____ Phone Number: 610-550-1424

Give definite particulars as to work proposed and materials used. For additions please attach plot plan and building details on 8x11 sheet of paper. For fencing permits you need to have your property surveyed.

extend driveway to left of house to fit more cars. Driveway will go up to side of house for disability access.
must be at least 1' off line

Project Cost: \$3,000.00

Date of Commencing: _____

Notwithstanding the issuance of this permit, all provisions of the Building and Zoning Codes must be complied with, whether specified herein or not. Certified copies of all contracts must be presented in conjunction with permit application. Further, the department of Code Enforcement has the right to conduct a re-evaluation of cost at completion of the project or prior to issuance of Certificate of Occupancy, when deemed necessary. Construction sites must be kept clean at all times. Overflowing dumpsters and unkempt sites will result in permits being revoked. Signs are only allowed 2 days prior to construction and 48 hours after completion of work.

Contractor Information: Building/General J. Stewart Riving ID# 0047795
Address: 3085 W Chester Pike, N.Sq. Phone Number: 610-550-1315

ELECTRICAL: _____ ID# _____ Phone #: _____

PLUMBER: _____ ID# _____ Phone #: _____

MECHANICAL: _____ ID# _____ Phone #: _____

SPRINKLER: _____ ID# _____ Phone #: _____

PROPERTY OWNER'S SIGNATURE: Marilyn Benedict

DATE: 4/4/14

CONTRACTOR'S SIGNATURE: _____ PA# _____

DATE: _____

Township of Marple
227 S. Sproul Road
Broomall, PA 19008

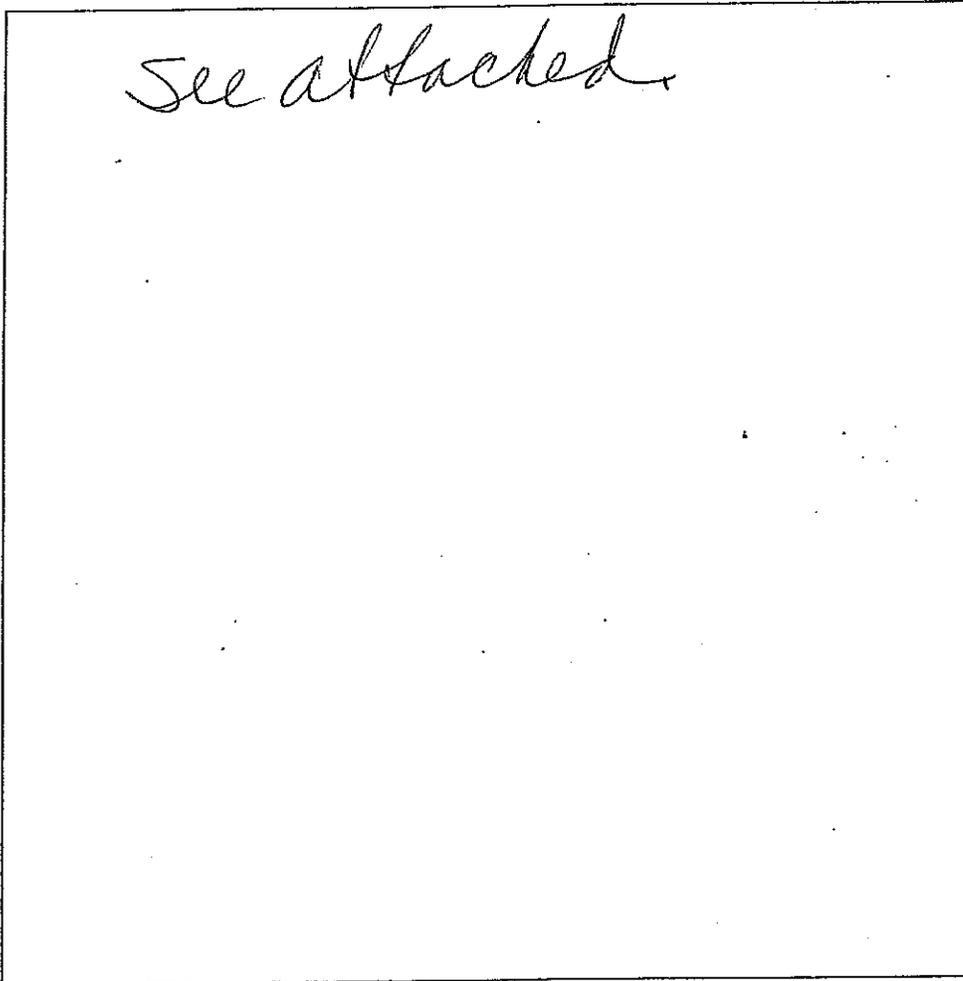
Phone: 610-356-4040
Fax: 610-356-8751

PLOT PLAN

Owners Name Marilyn Benedict Address 31 East Greenhill Rd.
Broomall

Applicant must draw a sketch of house and any outbuildings, pools, driveways, patios, decks, walkways, garages, sheds or any other impervious coverage on the lot with the dimensions of each, existing or to be erected, and indicated dimensions from each building to each property line and between buildings.

Rear Property Line



Front Property Line

Applicant's Signature Marilyn Benedict

MAXIMUM IMPERVIOUS COVERAGE SURFACE CALCULATION SHEET

ALL PERMIT APPLICATIONS FOR BUILDING ADDITIONS, ACCESSORY STRUCTURES, POOLS, POOL DECKS, DECKS, DWELLINGS, WALKWAYS, DRIVEWAYS, PAVERS OR ANYTHING ELSE COVERING THE LAND MUST BE ACCOMPANIED BY A PLOT PLAN INDICATING ALL STRUCTURES AND IMPERVIOUS SURFACES THAT EXIST ON THE PROPERTY.

PLEASE COMPLETE THE FOLLOWING

- A. SQUARE FOOTAGE OF EXISTING HOUSE (FOOTPRINT ONLY)
- B. SQUARE FOOTAGE OF CARPORT/GARAGE
- C. SQUARE FOOTAGE OF SHED OR DETACHED STRUCTURE
- D. SQUARE FOOTAGE OF DECK OR COVERED PORCH
- E. SQUARE FOOTAGE OF DRIVEWAY
- F. SQUARE FOOTAGE OF ALL CONCRETE AREAS (EXCLUDING THE PEDESTRIAN SIDEWALK)
- G. SQUARE FOOTAGE OF POOL AND POOL DECKING
- H. SQUARE FOOTAGE OF PROPOSED IMPERVIOUS AREA (500 sq. ft. of new or replacement impervious requires a Storm water management plan and 1000 sq. ft. or over Requires an engineered storm water management plan.)
- I. TOTAL SQUARE FOOTAGE OF IMPERVIOUS COVERAGE (A+B+C+D+E+F+G+H)
- J. TOTAL SQUARE FOOTAGE OF LOT

1435
 ↑
80 + 16 (16 to be removed)
0
489.02
60.9 ←
0
480 → 969

2561.1
8404.27

TO COMPLETE THE MAXIMUM SQUARE FOOTAGE OF IMPERVIOUS COVERAGE ALLOWED ON A LOT, MULTIPLY THE PERCENTAGE ALLOWED IN YOUR ZONING DISTRICT BY THE TOTAL SQUARE FOOTAGE OF THE LOT (EXPAMPLE: A LOT MEASURING 7,500 SQ.FT. WITH A 40% ALLOWABLE COVERAGE WOULD HAVE AN ALLOWABLE MAXIMUM IMPERVIOUS COVERAGE OF 3,000 SQ. FT.)

Meets Imp.
 Per. Frank Ed
 4/9/14

134' 9"

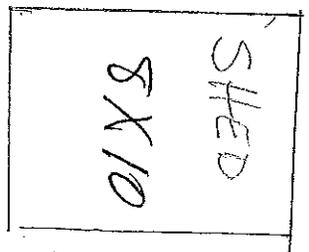
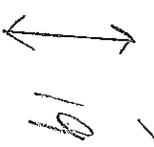
Original

62.3



(to be removed)

44

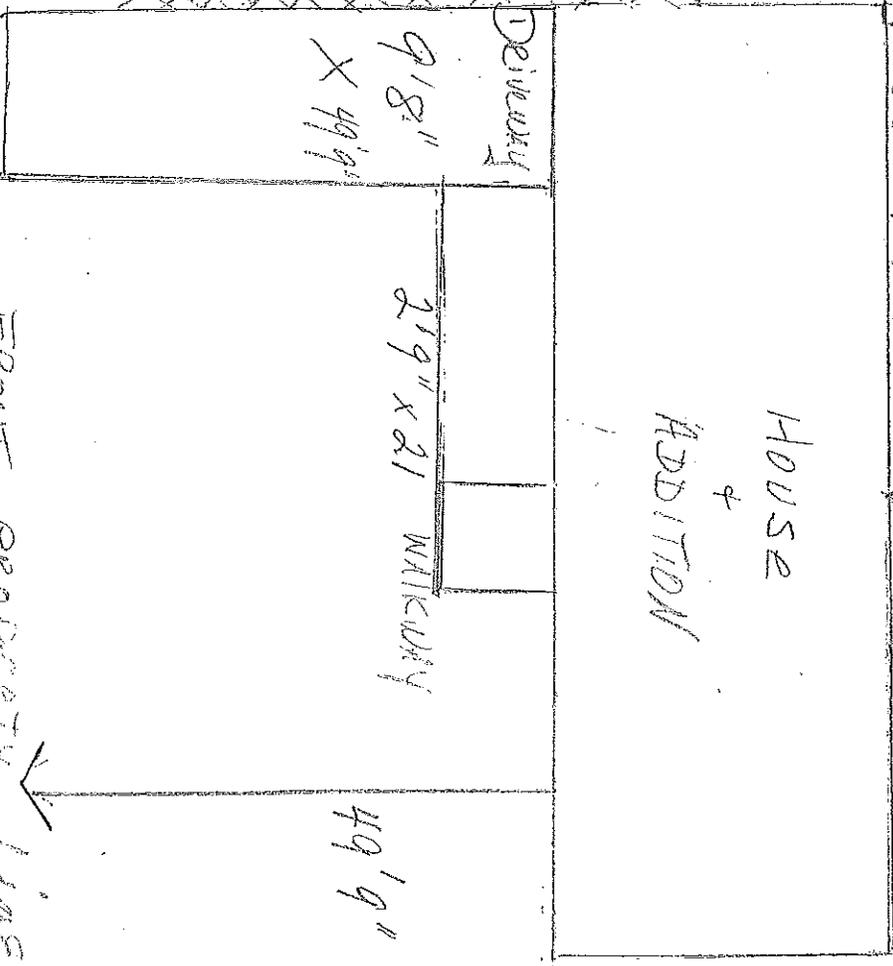
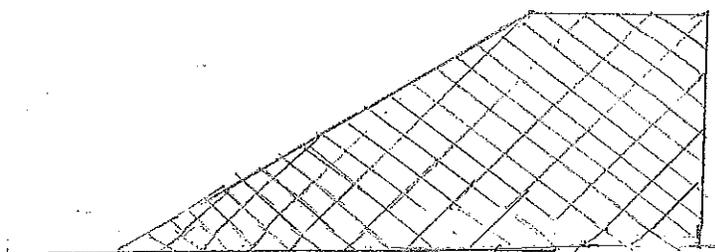


16' 8"

105' 9"

Request
Driveway to
Be 1' to Prop.
Line

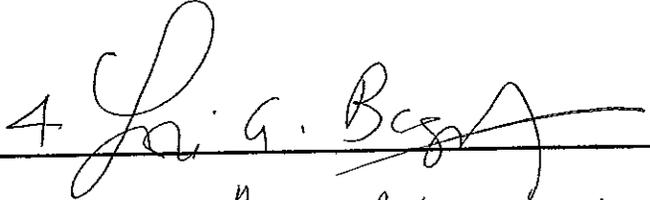
Proposed
Driveway
10 X 48
MPB.



Backlot: 21E & Greenhill

April 6, 2014

We give our neighbor Marilyn Benedict permission to install a driveway on her property at 31 East Greenhill Rd that comes within a foot of the property line.

Signed:  & 
April 6, 2014

**Pete and Lori Bogutz
29 East Greenhill Rd
Broomall, PA**

MARILYN M. BENEDICT

31 East Greenhill Road
Broomall, PA 19008
610-550-1424
MarilynMBenedict@comcast.net

April 4, 2014

Marple Township
Department of Code Enforcement
227 South Sproul Rd
Broomall, Pa 19008

Dear Mr. Joseph Romano,

I would like to request a waiver to have my driveway extended by J Stewart Paving at my property at 31 East Greenhill Rd. J Stewart Paving is located at 3085 West Chester Pike, Newtown Square. Please let me know if you need further information concerning my request. Thank you for your expedient response.

Regards,



Marilyn Benedict

ZONING

300 Attachment 2

Township of Marple

Section 300-20A: Development Standards -- Districts R-A, R-B, R-C, R-1, R-1-A, R-2, R-3, R-4
 [Amended 7-14-2003 by Ord. No. 2003-13; 11-15-2004 by Ord. No. 2004-13; 12-13-2004 by Ord. No. 2004-17;
 10-8-2007 by Ord. No. 2007-15; 8-11-2008 by Ord. No. 2008-81]

Standards	Districts			
	R-A	R-B	R-C	R-1
Minimum lot area (square feet) ¹	80,000	40,000	20,000	12,000
Maximum building coverage (percent of lot area)	15	15	18	20
Maximum impervious coverage (percent of lot area) ²	20	22	25	30
Central water and sewer facilities required	No	No	Yes	Yes
Maximum height - principal structures (feet)	35	35	35	35
Maximum height - principal structures (stories)	3.5	3.5	3.5	3.5
Minimum lot width at right-of-way line (feet)	50	50	50	50
Minimum lot width at building line (feet)	200	125	100	75
Minimum front yard (feet)	50*	50*	40*	40*
Minimum side yards - residential use (aggregate) (feet)	50	45	35	30
Minimum side yard - residential use (one-side) (feet)	20	20	15	12
Minimum side yard - nonresidential use (each side) (feet)	30	25	25	20
Minimum rear yard	30	30	25	25
Minimum accessory structure setback from property lines	15	15	10	7
Maximum height - accessory structures (feet)	16	16	16	14
Maximum height - accessory structures (stories)	1.5	1.5	1.5	1.5
Maximum accessory structures coverage (percent of lot area)	1.25	1.5	3	4.25
Maximum size of shed (square feet)	280	280	192	120
Maximum shed dimensions (feet)	20 x 14	20 x 14	16 x 12	12 x 10

NOTES:

- *Corner lots: Lesser-depth front yard must be 2/3 depth of greater-depth front yard
- **Single-family detached = 40 feet; Twin = 35 feet for each dwelling unit; Duplex = 60 feet.
- ***Minimum side yard for Twin = 12 feet; for Duplex = 15 feet.
- ****The minimum distance between buildings on adjoining lots shall be 14 feet.
- +Per Family
- ¹ The minimum lot area for twin, semidetached and duplex dwellings shall be 3,750 square feet.
- ² The maximum impervious coverage for twin, semidetached and duplex dwellings shall be 45%.

Corner Lots: lesser depth front yard must be 2/3 depth of greater depth front yard.

- R-A 33.32 feet
- R-B 33.32 feet
- R-C 26.67 feet
- R-1 26.67 feet
- R-2 20.00 feet
- R-3 16.67 feet
- R-4 13.33 feet

300 Attachment 2.1

10h

Marple Township
227 South Sproul Road
Broomall, PA 19008 – 2397

To : Tony Hamaday Township Manager

From Ken Shatoff
124 Harmil Road
Broomall, PA 19008-1225
April 14, 2014

Dear Tony:

My wife and I would like a code waiver to allow the driveway apron to be increased from 13 feet (1 car width) to 19.5 feet. We feel this to be the correct action for 3 reasons “

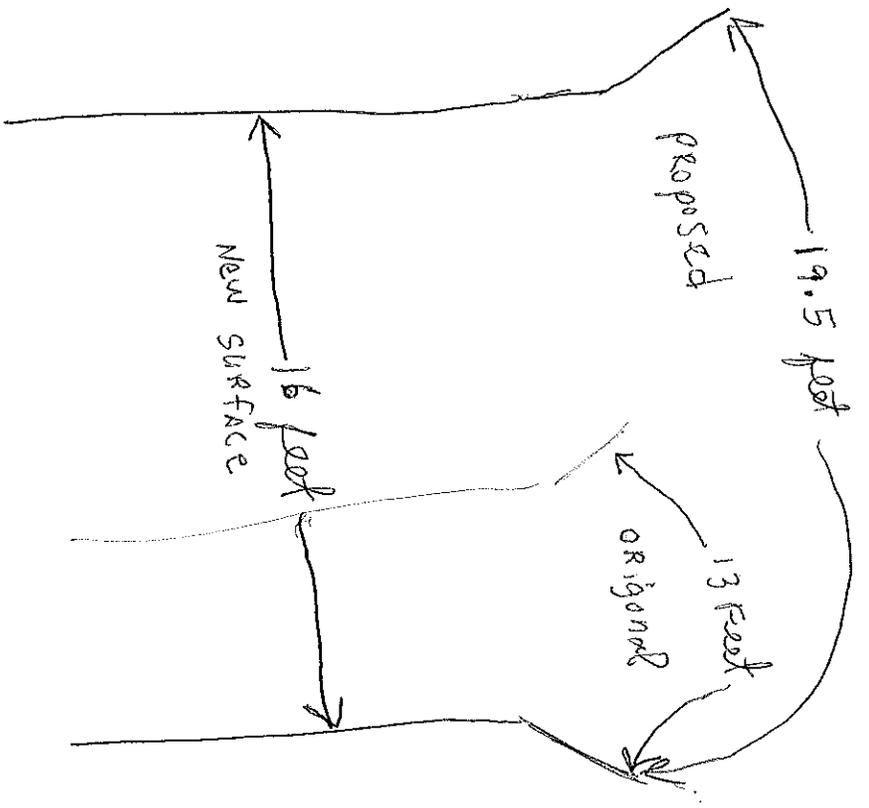
- #1 There is no parking on our side of the street
- #2 It only affects OUR property, and nobody else
- #3 Our next door neighbor already has a double width driveway with flanged apron.

Thank you for your time.

See Attached Diagram



Ken Shatoff



124 HARMIL Road
BROOMALL, PA 19008-1225

May 12, 2014

RE: RACP Grant Application – Broomall Volunteer Fire Company
Matching Funds Commitment

To whom it may concern:

Please be advised that the Marple Township Board of Commissioners has committed a maximum of \$3,000,000 of the Township's General Funds as match for the RACP Grant submitted by the Broomall Volunteer Fire Company for their Fire Station Project.

Sincerely,

The Board of Commissioners of Marple Township

Michael K. Molinaro, President

John Lucas, Vice President

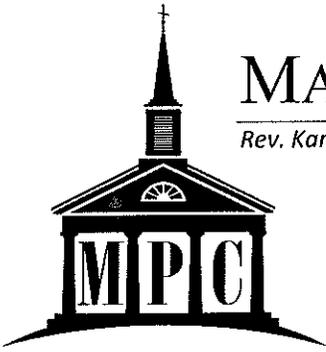
Joseph Rufo, 1st Ward

Jan Ceton, 2nd Ward

Robert Fortebuono, 3rd Ward

John Longacre, 5th Ward

Daniel Leefson, 7th Ward



MARPLE PRESBYTERIAN CHURCH

Rev. Karen R. Nelson, Pastor

105 N. Sproul Road
Broomall, PA 19008-2023
Phone: 610-356-1098
Email: marplepc@gmail.com
Website: www.marplepres.org

April 28, 2014

Marple Township
Board of Commissioners
227 South Sproul Road
Broomall, PA 19008

Dear Marple Township Commissioners:

Marple Presbyterian Church will be hosting our annual Strawberry Festival on Friday May 30th from 5-8 pm. We are requesting permission to advertise on Marple Township Public property. We would like to begin placing poster advertisements approximately two to three weeks in advance of our event.

If you have any questions about the event, or would like to contact me directly, please email me at garwoodofarrill@aol.com.

Sincerely yours,

A handwritten signature in cursive script that reads 'Marjorie Garwood'.

Marjorie Garwood, Elder
Fellowship Committee Chair

MG/sbg

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. Lefson

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 2, 2014

John P. Capuzzi, Jr.
Treasurer

Kathleen M. Yanoshak
Controller

Edward E. O'Lone, CPA
Director of Finance

Joseph C. Romano
Director of Code Enforcement

Edward T. Cross
Director of Public Works

Joseph A. Mastronardo, P.E.
Township Engineer

Jan G. Ceton
Emergency Management Coordinator

MRPL 0503

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

**RE: Beatty Hills
Grinder Pumps Purchase Contract – Certificate for Payment No. 4 FINAL**

Dear Mr. Hamaday:

Please find attached three (3) copies of Certificate for Payment No. 4 Final in the amount of **\$14,918.66** to Site Specific Design, Inc. for the referenced project submitted for the Township's review and approval.

We are also enclosing a copy of the Contract Change Order #1 FINAL for the referenced contract. The Change Order is being forwarded to Site Specific Design, Inc. for execution. The Change Order decreases the contract amount by \$25,235.46 as a result of the actual items purchased by the residents. Upon execution by the contractor we will forward the Change Order to the Township for final execution.

If you agree with the amount of Certificate for Payment #4 FINAL, please have all three copies of the certificate signed where indicated. Retain one (1) copy for your records and return two (2) copies to Pennoni for distribution to Site Specific Design, 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

cc: Susan Warner, Springfield Township

Site Specific Design, Inc.

3036 Mt. Carmel Ave.
 Glenside, PA 19038
 215-887-3730

Invoice

Date	Invoice #
4/30/2014	34485

Bill To
Springfield Township 50 Powell Road Springfield, PA 19064

Ship To
Springfield Township Del County Beatty Hills Marple Twp Springfield, PA 19064

Cust. PO #	Terms	Rep	Ship Date	Ship Via	Ref #	Project
	30 Days	JoeS	4/30/2014			

Qty	Item Code	Description	Price Each	Amount
1	Miscellaneous	Final payment due for Springfield/Beatty Hills Project	14,918.66	14,918.66

For proper payment application, please return one copy of this invoice with your payment.
 Thank you !

Total \$14,918.66

Returned checks will incur a \$25.00 surcharge. If at any time your account runs past due, all shipments may be held pending.



CERTIFICATE FOR PAYMENT

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

Date of Issuance: 05/02/2014 Project No.: MRPL0503 Contract No.: ----

Project: Beatty Hills Grinder Pumps Purchase Contract Certificate No.: 4 FINAL

Contractor: Site Specific Design, Inc.

Address: 3036 Mt. Carmel Avenue, Glenside, PA 19038

For Period:

From: October 4, 2013

To: April 25, 2014

To: Township of Marple, 227 South Sproul Road, Broomall, PA 19008-2397 OWNER

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

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

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

ORIGINAL CONTRACT SUM	\$117,831.00
Change Orders	
Total Additions	\$8,744.54
Sub Total	\$126,575.54
Total Deductions	\$33,980.00
TOTAL CONTRACT TO DATE	\$92,595.54
Balance to Finish	\$0.00
TOTAL COMPLETED TO DATE	\$92,595.54
Materials Stored	\$0.00
Total Completed & Stored	\$92,595.54
Less <u>0%</u> Retainage	\$0.00
Total Earned Less Retainage	\$92,595.54
Less Previous Payments	\$77,676.88
THIS CERTIFICATE	\$14,918.66

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: 05/02/2014

BY: 

OWNER'S ACCEPTANCE

OWNER: _____ DATE: _____

BY: _____

MRPL 0503
SPTW 0514

BEATTY HILLS GRINDER PUMP PURCHASE SUMMARY (05/02/2014)

CONTRACT ITEMS	UNIT PRICE	QUANTITY	TOTAL
1 Simplex Grinder Sewage Pump Station - 70 Gallon	\$ 2,933.00	9	\$ 26,397.00
2 Simplex Grinder Sewage Pump Station - 150 Gallon	\$ 3,294.00	18	\$ 59,292.00
3 Duplex Grinder Sewage Pump Station- 150 Gallon	\$ 6,780.00	0	\$ -
4 Generator Receptacle and Auto Transfer Switch For Simplex Grinder P	\$ 208.00	7	\$ 1,456.00
5 Generator Receptacle and Auto Transfer Switch For Duplex Grinder Pl	\$ 289.00	0	\$ -
	ORIGINAL CONTRACT TOTAL		\$ 87,145.00

ADDITIONAL ITEMS

1 Balfast Rings	\$ 306.00	5	\$ 1,530.00
2 6" Shroud Extension	\$ 190.00	5	\$ 950.00
3 24" Shroud Extension	\$ 420.00	5	\$ 2,100.00
4 48" Shroud Extension	\$ 471.00	1	\$ 471.00
5 75' Cord	\$ 71.38	4	\$ 285.52
6 100' Cord	\$ 114.02	1	\$ 114.02
	ADDITIONAL ITEMS TOTAL		\$ 5,450.54

TOTAL FINAL CONTRACT AMOUNT \$ 92,595.54

MULLIN ENGINEERING LLC.

Civil Engineering – Land Development

412 Monteray Lane West Chester PA 19380 (610) 420-5309

May 1, 2014

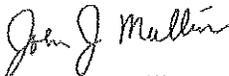
Re: Project Name: 2609 Sunset Boulevard
Marple Township, Delaware County, Pa

Joseph Romano
Director of Code Enforcement
Marple Township
227 South Sproul Road
Broomall, Pa 19008

On behalf of my client, Pennfield Properties LP, I hereby request an extension of the 90 day review period provided by the Pennsylvania Municipalities Code-until the June Board of Supervisors meeting scheduled for June 9, 2014.

If you have any questions regarding the above referenced project, please don't hesitate to contact the undersigned.

Sincerely yours,



John J. Mullin P.E.



May 5, 2014

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

Re: Archdiocese Whetstone Run Tract - Vegetation and Hydrologic Study Service

Dear Tony:

Natural Lands Trust (NLT) and Darby Creek Valley Association (DCVA) are pleased to be able to offer assistance to Marple Township to augment the analysis of the Archdiocese Whetstone Run Tract with a Vegetation and Hydrologic Study of the 215-acre property at the intersection of Reed Road and Sproul Road.

This study will complement the planned Pennoni Site Capacity Analysis and will enable both Marple Township and the Archdiocese to make more informed decisions regarding the capacity and best end uses of the site based on natural resources information that is not currently available.

DCVA has made a generous commitment to cover most of the costs for NLT services and laboratory analysis and to contribute in-kind DCVA services, with NLT also making a contribution of in-kind service to complete the work. We hope to coordinate the work with the Township and your consultants and would appreciate your assistance in gaining access to the site for the study.

The total value of the work is listed at the end of the scope, as well as the professionals who will do the work.

Please share this with the Board of Commissioners and let me know if you have any questions, concerns, or additions to the work you would like to see,

Sincerely,

Peter Williamson
Vice President, Natural Lands Trust

Jaclyn Rhoads, Ph.D.
President of the Board,
Darby Creek Valley Association

Hildacy Farm
1031 Palmers Mill Road
Media, PA 19063

tel: 610-353-5587
fax: 610-353-0517

info@natlands.org
www.natlands.org

BOARD OF TRUSTEES

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Preserve Stewardship

Peter R. Williamson
Conservation Services

Dulcie F. Flaharty
Executive Director
Montgomery County Lands Trust



PA: The official registration and financial information of Natural Lands Trust, Inc. may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-737-4999. Registration does not imply endorsement. NJ: Information filed with the Attorney General concerning this charitable solicitation and the percentage of contributions received by the charity during the last reporting period that were dedicated to the charitable purpose may be obtained from the Attorney General of the State of New Jersey by calling 973-504-6215 and is available on the internet at: www.NJConsumerAffairs.gov. Registration with the Attorney General does not imply endorsement.



SCOPE OF WORK

Our study for the Archdiocese Whetstone Run Tract will include the following scope of work, costs, and team members. Natural Lands Trust will complete tasks 1-3 and Darby Creek Valley Association will complete task 4.

1. *Information gathering for site visits*

- Prepare baseline mapping in ArcView (GIS) format to show property boundaries, nearby roads and structures, hydrology, and topography.

2. *Site visits*

- Conduct two (2) or three (3) site visits to the property to document existing plant and water resources, and special natural features. (The number of site visits will be determined by the complexity and types of plant communities.) We will coordinate with DCVA so they may also participate.
- Record vegetation communities, and special natural features using digital photography and Global Positioning System (GPS) technology.
- Identify and record priority habitat areas that should be surveyed further by specialized flora and fauna experts.
- It is our understanding that approval to access to the site will be confirmed by Marple Township with the landowner.

3. *Summary Report*

We will prepare a summary report that will inform DCVA of the vegetation and hydrologic resources of the Archdiocese Whetstone Run tract.

The report will include the following information.

- Description and map of plant communities listing dominant plant species [natural community nomenclature will follow *Terrestrial and Palustrine Plant Communities of Pennsylvania* (Fike 1999); plant nomenclature will follow *The Plants of Pennsylvania*, 2nd edition (Rhoads and Block 2007)], hydrology and if any animal species of note observed.
- Supportive mapping and photography.

A digital version of the draft summary report will be submitted to DCVA for review before finalizing the Vegetation and Hydrologic Study with the suggested edits incorporated. Natural Lands Trust will submit one printed copy and one digital file of the final summary report to DCVA.

4. *Macroinvertebrate Study*

- Sample the macroinvertebrate communities in all three streams, the two tributaries that cross the Tract and the main stem that flows along Reed Road. Collect two samples from each tributary at approximately the same location hydrologically (where they have the same drainage area) and two from the main stem (one after it combines with the northern tributary and one after it combines with the southern tributary). We will use a field meter at these locations to measure water quality parameters, including temperature, dissolved oxygen, conductivity, etc.



- Characterize the water quality of the streams based on an evaluation of the macroinvertebrate samples using PADEP's standard population and pollution tolerance metrics.

NLT TOTAL PROJECT COST	\$7,650
DCVA TOTAL PROJECT COST	\$3,450
TOTAL PROJECT COST	\$11,200

TEAM MEMBERS

NATURAL LANDS TRUST

Natural Lands Trust will coordinate and implement all tasks in the scope of work detailed in the previous section. We will staff this project with the following team of professionals:

David Steckel, Senior Stewardship Planner, is a graduate of the Yale School of Forestry and Environmental Studies, and has been employed by Natural Lands Trust for 28 years. From 1991 to 2004, he was the Director of Land Stewardship for NLT; for the last ten years he has served as our Director of Grant Fund Raising, in addition to participating as part of the stewardship planning team. His recent consulting projects have focused on stewardship plans to protect and enhance critical resources on several large municipal and institutional properties, including the natural areas at the former Haverford State Hospital property and Neversink Mountain, as well as dozens of Stewardship Assessments for municipalities and private landowners. David is co-author of NLT's *Stewardship Handbook for Natural Lands in Southeastern Pennsylvania*, published in 2008.

Diane Rosencrance, RLA Director of Landscape Planning, is a registered landscape architect and joined Natural Lands Trust in 1997. She manages landscape-scale mapping projects, including the Schuylkill Action Network Land Prioritization Project, the Schuylkill Highlands Greenway Plan and SmartConservation[®], a trademarked GIS prioritization process for natural systems. At a more localized scale, Diane's portfolio includes the development of public visitation plans, stewardship plans, and park master plans along with assisting landowners in preserving their properties through conservation easements and fee simple transactions. She is currently completing the Mineral Hill Area Parks Master Plan, which will unify the goals and management of three abutting parks in central Delaware County.

Claudia Steckel, Consulting Botanist, has over 25 years of field experience through her work with some of eastern Pennsylvania's oldest and best known public gardens and arboreta and land conservancies. Following what had been a



primarily horticultural-oriented career, Claudia established *Botanical Inventory* in 1994 with a focus on natural areas in eastern Pennsylvania. Services provided by *Botanical Inventory* include conservation easement baseline documentation, forest stewardship plans and land management plans for land conservancies, wildlife sanctuaries, municipalities and private landowners. Additional services include rare and endangered plant species surveys, requests for biota of special concern from the Pennsylvania Natural Heritage Program (PNHP), sampling and data collection for plant community/population research projects, plant specimen identification, herbarium specimen preparation & mounting, and botanical illustration.

Megan Boatright, Manager of GIS and Cartography Services, joined Natural Lands Trust in 2007 and completed her M.A in Geography at West Chester University in 2009. Using GPS technology and GIS, she creates maps for conservation easements, land acquisitions, and municipal planning. She has been involved in stewardship plan mapping for the Lehigh Gap Wildlife Refuge and the Haverford Community Park. She has also worked on several public visitation plans for NLT preserves and is a principal member of the Progressive Technology Committee. Recently, Megan has been working to provide Google Earth training to municipal officials and other conservation organizations in the region. Her interest in conservation GIS began at The Evergreen State College in Olympia, WA, where she received her B.A. in 2000.

Tarra Campbell, Graphic Designer, joined Natural Lands Trust in 2012. As part of the Communications and Engagement department, she uses creative software to design a wide variety of visually dynamic communication materials. These include publications such as stewardship plans and reports, case studies, newsletters, and marketing projects. Tarra's current projects include updating the preserve signage system and creating promotional materials for Natural Lands Trust events, all part of our mission to connect people to nature. Tarra received her BFA from West Chester University in Graphic Design.

DARBY CREEK VALLEY ASSOCIATION

Derron LaBrake, PWS, Consulting Ecologist and Wetland Scientist, is a certified professional wetland scientist with more than 27 years of ecological consulting experience including a wide range of studies. Mr. LaBrake is an expert in the fields of wetland science and ecological risk assessment. He has prepared numerous biological inventories throughout the northeastern US and is well versed in the regulatory programs of Pennsylvania and New Jersey as well as the US Army Corps of Engineers. He has a BS from West Chester University in Botany and Ecology. Mr. DeBrake is Principal at Wetlands and Ecology Inc. In addition, he volunteers his time and lends his expertise to the Darby Creek Valley Association. He currently chairs the DCVA's Technical Committee and is an member of the Board of Directors.



Alan Samel, Entomology and Applied Ecology, is a graduate of the University of Delaware (MS, Entomology and Applied Ecology and Pennsylvania State University (BS, Animal Science). He is a past President and current member of the DCVA Board of Directors, has served as the coordinator of the Darby Creek Stream Watch stream sampling and has been active in education and outreach for many years. Relevant publications include - Thesis - "Assessment of Aquatic Insect Community Richness, Diversity, and Structure in a Suburban Stream (Naylor's Run) Contaminated by a Superfund Site" – 2000. He has been employed by DuPont since 1986 and his current position is Research Ecotoxicologist (since 1998). He is a member of the Society Environmental Toxicology and Chemistry (SETAC) and Chair of the SETAC North America Science Committee. He is a member of the American Society of Testing and Materials (ASTM) Environmental fate and Effects Section since 1999.

Jaclyn Rhoads, Ph.D., President of the DCVA Board of Directors, received a Ph.D. in environmental policy from Drexel University. She teaches environmental policy at Drexel University and also serves as Assistant Executive Director of the Pinelands Preservation Alliance. She was Vice President of the Green Building Division at Edifice Rx, a consulting firm specializing in indoor environmental quality, green buildings, and environmental psychology. She is active in the Delaware Valley Regional Network of the Environmental Leadership Program. She serves as President of DCVA and is the Technical Assistance Grant Manager for EPA funding to track and monitor the clean-up of two superfund sites: Clearview and Folcroft Landfills in the Lower Darby Creek Area of the watershed.

Other DCVA Members will be used to provide additional assistance as necessary to complete the study.

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

THE WILLIAM PENN BUILDING
109 CHESLEY DRIVE
MEDIA, PA 19063

JOSEPH A. DAMICO, JR.
JOHN W. NILON, JR.*
DONALD T. PETROSA
STEVEN A. COHEN
DENIS M. DUNN*
MARK D. DAMICO
KENNETH D. KYNETT*
H. FINTAN McHUGH*
CHARLES G. MILLER*

MALCOLM B. PETRIKIN
(1934-1995)
JOHN W. WELLMAN
(1951-2002)
STEVEN G. BROWN
(1970-2010)

610-565-2670
FAX 610-565-0178

May 6, 2014

*ALSO MEMBER NEW JERSEY BAR
*ALSO MEMBER NY BAR and INTERNATIONAL TRADE COURT

Direct Dial: 610-892-1860
e-mail: jwn@petrikin.com

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

Michael Trio
Newtown Township
Township Manager
209 Bishop Hollow Road
Newtown Square, PA 19073

Re: Delaware County Veterans Memorial Association
Application for Tourist Oriented Directional Signs (TODS)
No. 039 A.D. 2014

Gentlemen:

Please find enclosed a Notice of Delaware County Veterans Memorial Association Appeal and Request for Hearing from a denial of its Application for Tourist Oriented Directional Signs ("TODS Application").

Previously, both Marple and Newtown Townships joined in this Application.

Our TODS Application requesting TODS signs at or near the intersection of Interstate 476 and PA State Route 3, and a second sign at or near the intersection of PA State Route 3 and PA State Route 252 was denied for policy reasons unknown to us. TODS signs were approved on PA Route 3 at Alice Grim Boulevard, one in the northbound direction, one in the southbound direction. You who are familiar with this location will know that TODS signage directly adjacent to the Memorial itself is of no value. For this reason, we have filed the Appeal.

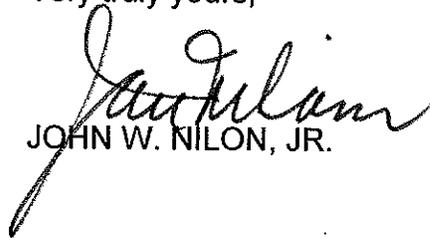
I call your attention to 67 Pa. Code Section 491.6(d)(1). If you are interested in supporting our Appeal, a Notice of Intervention in the Appeal is an option available to you.

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA

Michael Trio
Anthony T. Hamaday
May 6, 2014
Page -2-

Thank you.

Very truly yours,



JOHN W. NILON, JR.

JWN:dt

Enclosure

cc: Honorable Dominic Pileggi
Honorable Thomas Killion
Richard Sokorai, Esquire
J. Adam Matlawski, Esquire
Board of Directors, Attention Guy Fizzano
Board of Directors, Attention Nicole Robinson

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

THE WILLIAM PENN BUILDING
109 CHESLEY DRIVE
MEDIA, PA 19063

JOSEPH A. DAMICO, JR.
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MALCOLM B. PETRIKIN
(1934-1995)
JOHN W. WELLMAN
(1951-2002)
STEVEN G. BROWN
(1970-2010)

610-565-2670
FAX 610-565-0178

May 6, 2014

*ALSO MEMBER NEW JERSEY BAR
*ALSO MEMBER NY BAR and INTERNATIONAL TRADE COURT

Direct Dial: 610-892-1860
e-mail: jwn@petrikin.com

Eric J. Jackson, Esquire
Office of Chief Counsel
P.O. Box 8212
Harrisburg, PA 17105-8212

Re: Delaware County Veterans Memorial Association
Application for Tourist Oriented Directional Signs (TODS)
No. 039 A.D. 2014

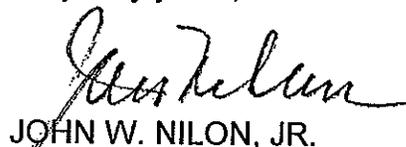
Dear Counsel:

Please accept this formal Notice of the Appeal and Request for Hearing, filed May 1, 2014 by Delaware County Veterans Memorial Association at Newtown Square for Tourist Oriented Directional Signs ("TODS").

By copy of this notification, I am advising all other interested parties of the Appeal and Request for Hearing.

I am, of course, available to discuss this matter with you at your first convenience.

Very truly yours,



JOHN W. NILON, JR.

JWN:dt

cc: Honorable Dominic Pileggi
Honorable Thomas Killian
Anthony T. Hamaday
Michael Trio
Richard Sokorai, Esquire
Adam Matlawski, Esquire
Board of Directors, Attention Guy Fizzano
Board of Directors, Attention Nicole Robinson

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

THE WILLIAM PENN BUILDING
109 CHESLEY DRIVE
MEDIA, PA 19063

JOSEPH A. DAMICO, JR.
JOHN W. NILON, JR.*
DONALD T. PETROSA
STEVEN A. COHEN
DENIS M. DUNN*
MARK D. DAMICO
KENNETH D. KYNETT*
H. FINTAN McHUGH*
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MALCOLM B. PETRIKIN
(1934-1995)
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(1951-2002)
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(1970-2010)

610-665-2670
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April 29, 2014

*ALSO MEMBER NEW JERSEY BAR
*ALSO MEMBER NY BAR and INTERNATIONAL TRADE COURT

Direct Dial: 610-892-1860
e-mail: jwn@petrikin.com

FEDERAL EXPRESS
Administrative Docket Clerk
Pennsylvania Department of Transportation
400 North Street, 9th Floor
Harrisburg, PA 17120-0096

Re: **Appeal by Delaware County Veterans Memorial
Association in Newtown Square ("DCVMA") from Denial
By PA Tourism Signing Trust for Approval of
Tourist Oriented Directional Signs ("TODs")**

Dear Sir/Madam:

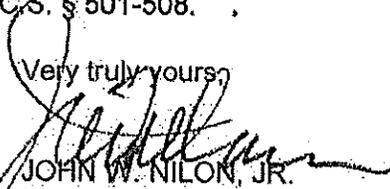
Please find enclosed correspondence with enclosures dated as of March 31, 2014 directed to DCVMA to my attention by Loisrae Graybill, Director of Signing Programs, Pennsylvania Tourism Signing Trust, who is copied on this NOTICE OF APPEAL.

Also enclosed is our check in the amount of \$150.00 payable to the Commonwealth of Pennsylvania.

Although in the form of an "approval" of DCVMA's Application for TODs signage, the attached letter is, in fact, a denial of the Application for signage in the locations as requested. The approval of signage is for locations directly in front of the facility of DCVMA, and not in the locations as requested, i.e., at or near the intersection of I-476 and PA Rt. 3, and a second location at the intersection of PA Rt. 252 and PA Rt. 3.

A HEARING IS REQUESTED. See 2 Pa. C.S. § 501-508.

Very truly yours,


JOHN W. NILON, JR.

JWN/dt
Enclosures

cc: DCVMA Board of Directors, Attention Guy Fizzano
DCVMA Board of Directors, Attention Nicole Robinson
Loisrae Graybill, Director of Signing Programs



**pa tourism
signing trust**

March 31, 2014

Delaware County Assoc. in Newtown Square
C/O Petrikin Wellman Damico Brown & Petrosa
109 Chesley Drive
Media, PA 19063

Re: Delaware County Veterans Memorial
Association in Newtown Square

Dear Mr. Nilson,

The Trust is pleased to inform you Delaware County Veterans Memorial Association in Newtown Square is eligible and has been approved for Tourist Oriented Directional Signs (TODS).

TODS for Delaware County Veterans Memorial Association in Newtown Square are approved for:

- On EB West Chester Pike PA 3 at Alice Grim Blvd.
- On WB West Chester Pike PA 3 at Alice Grim Blvd.

Enclosed is the PA Tourism Signing Agreement and full invoice. Please sign the PA Tourism Signing Agreement and return to the Trust office along with payment. You will be sent copies of the executed contract for your records. If the signed Agreement and full payment are not received by April 30, 2014 your application will be void and the Agreement will be in default.

In addition you will find a TODS Text Approval form. Please return the form with the signed contract and payment. When the signed contract and payment have been received, the Trust will proceed with the fabrication and installation of the Delaware County Veterans Memorial Association in Newtown Square TODS.

It has been suggested that you contact your insurance carrier to evaluate adding TODS to your commercial liability policy.

Please contact me if you have any questions.

Sincerely,

Loisrae Graybill
Director of Signing Programs
PENNSYLVANIA TOURISM SIGNING TRUST

enclosures

**PARTICIPANT AGREEMENT
PENNSYLVANIA TOURIST ORIENTED
DIRECTIONAL SIGNS PROGRAM**

THIS AGREEMENT made this ____ day of _____, 20____, by and between the **PENNSYLVANIA TOURISM SIGNING TRUST**, (by its Administrator), a Pennsylvania trust formed for non-profit purposes, with offices situate at **2300 Vartan Way, Suite 240, Harrisburg, PA 17110** ("Trust"), and **Delaware County Memorial Association in Newtown Square** with its principal offices located at **109 Chesley Drive, Media, PA 19063** (hereinafter "Participant").

WITNESSETH:

WHEREAS, The Pennsylvania Department of Transportation ("Department") has established a statewide Tourist Oriented Directional Signs (TODS) Program, designating traffic directional signs to guide the traveling public from major highway gateways to key attractions within the Commonwealth of Pennsylvania with the minimum number of signs; and

WHEREAS, the Trust has been established pursuant to the Restated and Amended Pennsylvania Tourism Signing Trust Agreement dated July 31, 2007, as amended from time to time, wherein the Pennsylvania Department of Transportation is sole beneficiary; and

WHEREAS, the Trust has been approved by the Department for the purposes of administering the statewide TODS Program within Pennsylvania, and the Trust has agreed to administer the statewide TODS Program, with its own employees or by contract, by performing all studies; contacting all eligible Participants; establishing a fee schedule; contracting with Participants; collecting all fees from Participants; securing executed Compliance Forms from Participants; retaining professionals to assist the Trust in the administration of the Program; administering the development of construction plans, construction inspection, and maintenance of TODS; preparing an Annual Report to the Department; paying all expenses of the Program; and generally administering the TODS Program; and

WHEREAS, the TODS shall exhibit the name of the Participant or an abbreviation thereof; and

WHEREAS, the above-named Participant, who operates the Attraction or Business, located at the address specified above, desires to participate in the statewide TODS Program.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and for other good and valuable consideration, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

1. Definitions. The following terms as used in this Agreement shall have the following definitions:

- (a) **Administering Agent** - Pennsylvania Tourism Signing Trust

- (b) **Agreement** - The document of agreement between the Participants in the Program and the Administering Agent, setting forth the terms and conditions of participation in the Program;
- (c) **Arterial** - a Conventional Highway or freeway identified as an "Arterial" on the PENNDOT Official Road Use Classification Maps;
- (d) **Attraction** - Private businesses, public facilities and agencies, non-profits and other tourism-oriented service facilities;
- (e) **Beneficiary** - Pennsylvania Department of Transportation;
- (f) **Conventional Road** - Any free-access public highway, other than a Freeway or Expressway;
- (g) **Department** - The Pennsylvania Department of Transportation (PENNDOT);
- (h) **Guidelines** - the most recent version of Department's memorandum, guidelines, or regulations for the Program, as supplemented and/or amended from time to time; the most recent version at the time of execution of this Agreement is attached hereto as Exhibit "A"; copy of same may be obtained from time to time from the Trust web site at "www.palogo.org".
- (i) **Participant** - the individual or legal entity, as defined in the opening paragraph of this Agreement, that has legal title to the rights and privileges under this Agreement;
- (j) **Program** - the statewide TODS Program for Pennsylvania;
- (k) **Project** - the undertaking of the planning, design and construction of TODS on a given highway or section thereof;
- (l) **Term** - the period of this Agreement as defined in Paragraph 13 below;
- (m) **Trust** - the entity established by the Restated and Amended Pennsylvania Tourism Signing Trust Agreement dated July 31, 2007, as amended from time to time and as approved by the Department for the purpose of administering Program;
- (n) **Tourist Oriented Directional Sign (TODS)** - a 72"x24" or 48"x16" directional sign (D7-4) with white legend on a blue or brown background that indicates the name of the Participant and provides directional guidance to their location. These signs are located for individual Participants and are not part of a larger signing system.
- (o) **TODS Assembly** - A single TODS installation consisting of sign posts, anchor posts, and a maximum of three individual TODS.

2. **Eligibility Type of Attraction.** The Participant confirms that it meets the "General

Eligibility Requirements” of the Guidelines and conforms to the standards for the following “Eligible Type of Attraction” at the Participant location pursuant to the Guidelines:

Eligible Type of Attraction: Historical Site

3. **TODS:** The Trust shall fabricate and install TODS along the following Highway(s) at the approximate indicated location(s):

Highway/Approximate Location

**On Eastbound West Chester Pike PA 3 at Alice Grim Blvd-72 x 24 left arrow
On Westbound West Chester Pike PA 3 at Alice Grim Blvd-72 x 24 right arrow**

4. **Application Fee.** At the time of making Application to participate in the Program, the Participant paid to the Trust a non-refundable Application Fee in the amount of \$75.00.

5. **TODS Fee; Maintenance Charges.** The Participant shall pay to the Trust a one time fee (the “TODS Fee”) of \$800 for a 72” x 24” TODS, or \$650 for a 48” x 16” TODS, and will also be responsible to pay to the Trust an amount equal to the actual cost incurred by the Trust in maintaining Participant’s TODS(s); provided, however, that the maintenance fee under this Paragraph 5. will not exceed in any fiscal year (i.e., the twelve month period beginning on the date of this Agreement or any anniversary thereof) the TODS Fee established at the time. Failure to pay the TODS Fee or any maintenance charge required by this Section within thirty (30) days after invoice date shall constitute a default by Participant under this Agreement and the Trust may remove the Participant’s TODS and thereafter the Trust shall have no further obligations to Participant hereunder.

6. **Special Assessments.** In addition to the costs, under Paragraph 5 above, the Trust may issue to the Participant special assessments for the replacement, maintenance, repair or refurbishment of the Participant’s TODS. It is reasonably estimated that the life of a TODS is approximately twelve (12) years, although no assurance is being made with respect thereto. It shall be the responsibility of the Trust to maintain, repair and refurbish TODS.

7. **Construction of Sign Panels and Logos.** The TODS shall be constructed by and in accordance with Department standards as outlined in the Guidelines.

8. **Maintenance, Repairs, Deterioration and Risk of Loss.** The Participants in the Program jointly assume with other TODS participants on a TODS Assembly the risk of any deterioration, damage, destruction, loss or theft of any TODS. The Department shall have the final authority and discretion to determine whether TODS should be replaced, and, if so directed, the Trust shall replace the TODS. If Participant changes its Business Name, it shall bear the full cost of any modifications to existing TODS. All other costs of maintenance, repairs, deterioration or risk of loss shall be paid for pursuant to paragraphs 5 and 6 hereof.

9. **Rights of the Department.** The Department has reserved the unconditional right (without advance notice) to remove, cover or replace TODS whenever the Department deems this action to be in the Department's or any highway user's best interests. If a TODS is permanently removed, no reimbursement or payment shall be made to Participant.

10. Service to Highway Users. Participant acknowledges that the statewide TODS Program has been conceived for the purposes of and shall be conducted as a service to highway users within the Commonwealth of Pennsylvania. The statewide TODS Program is being administered by the Trust as a governmental function on behalf of the Department, the sole beneficiary of the Trust. Accordingly, Participant recognizes that the primary responsibility of the Trust and Department shall be to Pennsylvania highway users, and Participant agrees that should any conflict arise between the Participant's desires or rights and those of Pennsylvania highway users, primary consideration shall be given to the rights of and service to Pennsylvania highway users.

11. Participant's Termination or Business' Change in Services. The Participant shall immediately notify the Trust in writing of any change in the services offered, or of any termination of these services for a period in excess of fourteen (14) consecutive calendar days. Upon receipt of such notification, the Trust may, in its discretion, remove the TODS(s) of Participant. All costs to remove and reinstall such TODS(s) shall be Participant's responsibility.

12. Responsibility of Participant. The responsibility of Participant shall include, in addition to its other obligations hereunder, the duty of continuously monitoring and inspecting the TODS to determine if any action by the Trust or the Participant is required. The Participant shall notify the Trust of any condition which may require the replacement, maintenance, repair or refurbishment of the Participant's TODS.

13. Term. The period of this Agreement (the "Term") shall be from the date of full execution and approval to the first anniversary of the initial installation of the TODS(s); provided that, unless either party notifies the other, at least ninety (90) days before such anniversary, of the intention that the Term expire on such date, the Term shall be automatically renewed for an additional one (1) year upon the terms and conditions contained herein.

14. Cancellation. The Trust will cancel this Agreement, without any liability to the Participant, and remove the TODS(s): (a) if the Trust or the Department deems that the Participant no longer qualifies under paragraph 2; (b) if the Participant fails to furnish the notification required by paragraph 11; (c) if legislation prohibiting the use of such signs is enacted into law; (d) if other businesses force the Participant from the Program in accordance with the Guidelines; (e) if the Participant fails to make any payment due to the Trust within thirty (30) days after the invoice date therefore; (f) if the Department requires the moving or removal of TODS for other necessary official traffic control devices as defined in the Vehicle Code, or if the Department determines that removal is in the best interest of the overall system or the motoring public, in their sole discretion; or (g) for any other reason. The Trust will remove TODS if directed to do so by the Department. The Participant further agrees that it shall not commence any action against the Trust or the Department or both for any action taken pursuant to this paragraph and waives all claims for damage or other liability arising out of removal of TODS.

15. Guidelines. The Department's Guidelines are attached hereto and deemed an integral part of this Agreement as Exhibit "A". These Guidelines may be amended from time to time, and any amendments to the Guidelines shall be deemed to be automatically incorporated herein as an amendment, and shall be binding upon the parties hereto. Participant specifically agrees to abide by all of the terms and conditions of the Guidelines, as amended from time to time.

Wherever there is any conflict between the content of the Guidelines, as amended, and this Agreement, the content of the Guidelines, as amended, shall take precedence.

16. Additional Fees for Removal, Reinstallation or Covering and Uncovering of TODS.

The Participant shall pay a fee as determined from time to time in the Trust's sole discretion for the removal and reinstallation, or covering and uncovering of each TODS and for the replacement of each TODS, as may be necessary due to a new TODS.

17. Indemnification. The Participant shall indemnify, save harmless and if requested defend the Commonwealth of Pennsylvania, Department of Transportation and the Trust from any and all claims, actions, damages, injuries and/or expenses arising out of the Program or Project or on account of any act, omission, neglect or misconduct by the Participant or a third party. Without limiting the foregoing, the Participant warrants that approved artwork, logos, and name provided to the Trust for use in the TODS or in the Program generally does not infringe upon any trademark or copyright, state or federal, and further agrees to defend, indemnify, and hold the Trust and the Commonwealth of Pennsylvania, Department of Transportation free and harmless from any and all loss, liability, claims and demands, including attorneys fees arising out of character, contents or subject matter of any design displayed pursuant to this Agreement, for which Participant shall be solely responsible. The parties recognize that this is a cooperative effort among all of the Participants who qualify and elect to enroll in the Program and that the only source of funds to the Trust and the Program are the fees collected from the participating businesses for installation of signs, annual fees and special assessments. ACCORDINGLY, AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE PARTICIPANT SPECIFICALLY AGREES THAT IT SHALL NOT ASSERT ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST THE TRUST OR THE DEPARTMENT RESULTING FROM THIS CONTRACT OR THE ADMINISTRATION OF THE PROJECT OR TODS PROGRAM.

18. Ownership of TODS. Upon installation, title to all TODS shall vest in the Department.

19. Notices. All notices which either party hereto may make or give pursuant to this Agreement shall be in writing and shall be sufficient if sent by United States certified mail, return receipt requested, to the addresses set forth in the opening paragraph hereof.

20. Assignment. Participant may not assign this Agreement without the prior written consent of the Trust, which consent shall be in the Trust's sole discretion. If the Trust agrees to allow an assignment of the Agreement by Participant, an assignment processing fee may be charged by the Trust as a condition for such approval.

21. DISCLAIMER OF WARRANTY. THE TRUST MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROJECT AND/OR THE TODS. FURTHER, THE TRUST SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSSES CAUSED BY DELAY IN THE INSTALLATION, REMOVAL, COVERING OR REPLACEMENT OF ANY OF THE TODS.

22. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in

this Agreement, the liability of the Trust for any breach of, or for any claims or damages arising from, this Agreement shall in no event exceed the amount the TODS Fee actually paid to the Trust for the portion of the Term following the termination or expiration hereof, and the Trust shall in no event be liable for any consequential, indirect, special or punitive damages of any kind arising in any way in connection with this Agreement or the services to be performed by the Trust hereunder.

23. Construction. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. As used herein, unless the context otherwise clearly requires, the singular shall include the plural, and the plural shall include the singular. The captions of the several paragraphs herein are inserted solely for convenience and shall not control, limit or affect the meaning or construction of any of the provisions hereof. This Agreement has been reviewed by all the parties hereto, and no presumption, inference, or rule of construction shall be applied by reason of the identity or counsel initially preparing this Agreement. This Agreement, together with exhibits, constitutes the entire understanding and agreement between the parties hereto as to the subject matter hereof, completely superseding any prior agreements or understanding made, and no condition, promise or other term, whether oral or written, not herein expressly set forth shall contradict, or vary or modify any of the provisions hereof or said exhibits hereto, unless made in writing and executed by Participant and by authorized officer of the Trust or of the Trust's Administrator after the date hereof. This Agreement merges all prior negotiations between the parties hereto. The provisions of the Agreement shall be binding upon and inure to the benefit of the named parties hereto and their respective heirs, personal representatives, successors and assigns.

24. Approval and Acceptable Construction Bids. This Agreement is subject to approval of the plans for construction of the TODS by all appropriate governmental agencies, and receipt by the Trust of acceptable bids for construction costs. Should the Trust fail to receive approval of such signs or should construction bids for the project exceed prices acceptable to the Trust, this Agreement may be deemed to be null and void by the Trust.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

Witness/Attest:

Witness

PARTICIPANT

(insert exact entity name]

Trading as: _____

By: _____

Title: _____

Date: _____

PA TOURISM SIGNING TRUST

By: Trust Administrator _____

Title: _____

Date: _____

Pennsylvania Tourism Signing

2300 Vartan Way, Suite 240

Harrisburg, PA 17110

Telephone (877) 272-1332

Fax (717) 412-4401

TODS ESTIMATE

DATE
3/31/2014

ESTIMATE#
4065b

Billing Address:
Delaware County Veterans Memorial Assoc. in Newtown Square Attn: John Nilson, Jr., Esq. 109 Chesley Drive

Full Payment Due

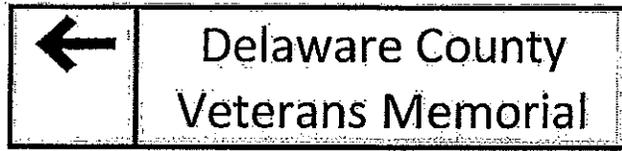
Description	Class	Fee
Regular- \$800.00 per sign - On EB & WB W. Chester Pike PA 3 at Alice Grim Blvd.		1,600.00
		Total
		<u>\$1,600.00</u>
		DUE DATE 4/30/2014

TODS TEXT APPROVAL FORM

PENNSYLVANIA TOURISM SIGNING TRUST

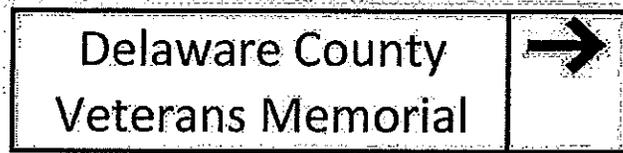
The following text is anticipated for your business on the TODS attraction signs.
Please confirm the spelling, punctuation, etc., sign the form and return to the Trust office.

(Arrow placement, and any mileage numeral, to be determined by Trust Engineer)



72" Wide x 24" High

On EB West Chester Pike PA 3 at Alice Grim Blvd.



72" Wide x 24" High

On WB West Chester Pike PA 3 at Alice Grim Blvd.

- Text is Approved by Applicant as Shown
- Text is Not Approved by Applicant as Shown;
please make the following revisions:

Authorized Signature

Date

**PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

EXHIBIT A

(Exhibit A must be attached to your Participant Agreement for the PA Tourist Oriented Directional Sign Program once you receive the fully executed copy)

Tourist Oriented Directional Signs (TODS) Policy

Purpose, Authority, and Authorization

Purpose

The purpose of this policy is to establish guidelines for the installation of Tourist Oriented Directional Signs (TODS) within State highway right-of-way to guide travelers to businesses, services, and Participants in which the traveling public would have reasonable interest. These guidelines include the eligibility, location, design, installation, cost, and maintenance of these signs.

Authority

The provisions of this chapter are promulgated under 75 Pa.C.S. §6125(d).

Authorization

Only Department approved TODS may be installed within the State highway right-of-way. However, the authorization of TODS is not an endorsement of the applicant's facilities.

Definitions

The following words and terms, when used in this policy, have the following meanings, unless the context clearly indicates otherwise:

Administering Agent – Pennsylvania Tourism Signing Trust

Agreement – The document of agreement between the Participants in the Program and the Administering Agent, setting forth the terms and conditions of participation in the Program.

Conventional Road – Any free-access public highway other than a Freeway or Expressway.

Department – The Pennsylvania Department of Transportation.

Expressway – A divided arterial highway for through traffic with partial control of access and with interchanges at junctions with high-volume highways. For purposes of this policy, sections of Expressway with at-grade intersections will be considered as a "Conventional Road," and sections of Expressway with interchanges will be considered as "Freeway."

Freeway – A divided highway with full control of access to which the only means of ingress and egress is by interchange ramps.

General Public – The people of society who are not members of a particular organization or who do not belong to a particular group.

Local Authorities – County, municipal and other local boards or bodies having authority to enact laws relating to traffic. The term also includes airport authorities, except where those authorities are located within counties of the first class or counties of the second class.

Official Traffic Control Devices – Signs, signals, markings, and devices consistent with 75 Pa.C.S. (relating to Vehicle Code) and Department regulations, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic.

On-Premise Sign – A sign which is erected upon the same real property that the business, facility or point of interest is located. The signs shall only advertise the business, facility or point of interest located thereon.

Participant – An eligible business entity that is issued a contract by the Administering Agent for TODS.

PennDOT – Pennsylvania Department of Transportation.

Rural Area – Any geographic area which is not included in an Urban Area on the Department’s County Functional Classification Maps.

Rural Conventional Road – Any public Conventional Highway in a Rural Area.

Seasonal Business – Any business which is not operated on a year-round basis.

Secretary – The Secretary of Transportation.

Signing District – A geographical area for which a governmental sponsor has entered into an Agreement with the Department to coordinate, provide, install and maintain all signing authorized by and in conformance with this policy after approval by the Department, without bias to any businesses and at no cost to the Department.

Supplemental Guide Sign – A sign used to provide information regarding destinations and attractions accessible from an interchange other than places displayed on the standard interchange signing.

Tourist Oriented Directional Signs (TODS) – A 72”x24” or 48”x16” directional sign (D7-4) with white legend on blue or brown background that indicates the name of, and gives directional guidance to the Participant’s location. These signs are located for individual Participant(s), following PennDOT’s TODS Signing Policy, and are not part of a larger signing system.

TODS Assembly – A single TODS installation consisting of sign posts, anchor posts, and a maximum of three individual TODS.

Urban Area – Any geographic area with a population of 5,000 or more inhabitants, with boundaries fixed by State and local officials in cooperation with each other, approved by the Secretary, and designated as an Urban Area on the Department’s County Functional Classification Maps.

Urban Conventional Road – Any public conventional highway in an Urban Area.

General Eligibility Requirements

General

The Participant shall be open to all persons regardless of race, color, religion, ancestry, national origin, sex, age or handicap; be maintained in good repair; and comply with all Federal, State and local regulations and statutes for public accommodations concerning health, sanitation and safety. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101, et seq., the Participant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from the Participant.

Distance to Services

Except as otherwise provided in this policy, on all Conventional Roads, the maximum distance from the intersection for which Participants can be trail blazed and qualify for TODS shall be 5.0 miles.

Local Ordinance

As a matter of policy in deference to local governments for this program, TODS shall not be installed when prohibited by local ordinance.

Admission Charges

If a general admission is charged, it shall be collected upon entry and any other charges shall be clearly displayed, at the place of entry.

Annual Attendance

There is no minimum annual attendance requirement. No Participant shall be excluded from the TODS Program based on attendance.

Hours of Operation

Participants other than arenas, schools, colleges/universities, campgrounds, cultural centers, fairgrounds, farm markets, religious sites, roadside farm markets, and military bases shall maintain regular hours and schedules and be open to the General Public at least 6 days each week for at least 30 days per calendar year. In addition, farm markets and roadside farm markets shall maintain regular hours and schedules and be open to the General Public at least 2 days each week during the normal business season.

Other Signs

TODS will not be authorized if an illegal advertising sign exists along any State highway for that specific business, or if a legal advertising sign exists on the same highway approach as the request for a TODS. In addition, if the Participant has in place any other Department-approved signing, additional signing or redundant signing will not be authorized on the same highway approach.

Sufficient Space

Space must exist to install signs at all locations along the route to the Participant where a turn is required.

On-Premise Sign

The Participant shall have an On-Premise Sign identifying the name of the facility. If the facility or its on-premise signing is readily visible from the highway, a TODS shall not be placed immediately in advance of the business.

Parking Accommodations

The Participant shall have adequate on-premise or available on-street parking for patrons.

Road System

The location of the Participant shall not require motorists to perform any illegal movements or U-turns, and the roads shall be capable of handling the anticipated traffic volume and types of traffic. Motorists shall be able to readily return to the highway and proceed in the original direction of travel after visiting the Participant. This may result in the Participant being required to install signing to guide the motorist to their original direction of travel.

Route Continuity

TODS will be installed in advance of all necessary turns subsequent to the initial TODS installation. If a TODS is required on a local roadway between a State highway and the Participant, the Local Authorities must authorize the installation of the TODS on their roadway prior to the installation of TODS on any State highway that would direct motorists to that local roadway. The Pennsylvania Tourism Signing Trust will be responsible for the physical installation of the TODS after authorization by the Local Authorities.

Additional Eligibility Requirements**General**

Additional eligibility requirements may apply depending on the type of highway and the type of area where the TODS are to be installed. The requirements are less restrictive for TODS installed along rural Conventional Roads than for TODS installed along Urban Conventional Roads.

Local Approval

TODS may be authorized along any Conventional Road either urban or rural for eligible types of Participants as defined below, which meet the general eligibility requirements, and are approved by the local municipalities within which the TODS are to be located. Local approval is required as a matter of policy in deference to local governments for this program. The approval of the Local Authorities is not required for a TODS installed to direct motorists to Participants operated by State or Federal agencies or TODS which trailblaze a Participant in the Logo program.

Eligible Types of Participants

Any facility meeting the requirements of the definitions listed below

(a) Commercial

Amusement Park: A permanent facility that may include structures and buildings, where there are multiple devices for entertainment, including rides, booths for the conduct of games and buildings for shows.

Brewery: A licensed site which shall be open to the General Public for tours, tasting and sales, a minimum of 1,500 hours per year, on-site brewing and provide an educational format for informing visitors about beer and beer processing.

Caverns and Other Unique Natural Areas: A naturally occurring area or site of interest to the General Public. May include caverns, waterfalls, caves, or special rock formations.

Commerce Park: A group of small business facilities, at least 25 acres in size, recognized and signed as a commerce park by Local Authorities.

Drive-In Theatre: An outdoor facility for the public showing of movies projected onto at least one large screen for viewing by patrons from their vehicles. Facility shall operate at least 30 days per year, have a concession area open during show times and provide restrooms with running water and flush toilets.

Facility Tour: A facility such as a plant, factory or institution which conducts daily or weekly tours for the General Public on a regularly scheduled basis year round.

Gaming Entity: A facility licensed under Act 71-2004, Amending Title 4 (Amusements) Pa C.S. which authorizes certain gaming sites.

Off-Track Betting Facility: A facility which provides off-premise wagering as authorized by Act 1988-127.

Racetracks and Speedways: A permanent facility used for the primary purpose of presenting organized animal or vehicle racing events.

Roadside Farm Market: A stationary retail sales establishment operated by one or more farmers for the purpose of selling farm and food products directly to consumers. Operations by which the consumer harvests their own farm or food products shall be considered roadside farm markets. Roadside farm markets shall be open at least two days per week throughout the harvest season or year. On-premise or legal on-street parking shall be available.

Specialty Shop District:

Antique/Craft/Flea Market: An establishment or group of establishments comprised of shops/vendors that specialize in the sale of antiques, crafts, or flea market items. A group of 1 to 5 such establishments must have at least 2,400 square feet of cumulative retail space.

Shopping Center: A group of 30 or more retail stores in a traditional shopping center or mall.

Specialty Shops: A group of 5 or more specialty shops/vendors that offer goods or services of unique interest to tourists or whose structures have a prevalent architectural style of interest to tourists and which derives a major portion of its income during normal business season from motorists that do not reside in the immediate area as recommended by the Tourist Promotion Agency. The goods or services shall be readily available to tourists without the need for scheduling appointments or return visits.

Town Shopping Area: An area in a town or village, that includes 5 or more retail shops including at least one specialty shop and includes other public service facilities or destinations such as libraries, museums, courthouses, etc. The area should have prevalent architectural style of interest to tourists, or must be recommended by the local Tourist Promotion Agency as being representative of the tourism theme of the region.

Winery: A licensed site which produces a maximum of 200,000 gallons of wine per year. Sites shall maintain a minimum of 3,000 vines or 5 acres of vineyard in the Commonwealth; be open to the General Public for tours, tasting, and sales, a minimum of 1,500 hours per year, and provide an educational format for informing visitors about wine and wine tasting.

Zoos, Zoological Gardens and Animal Parks: A place where animals are kept, often in combination of indoor and outdoor spaces. Must have facilities which are open to the General Public.

(b) Cultural/Institutional

Arena: A stadium, expo center, sports complex, auditorium, convention center, civic center or racetrack, which has a seating capacity of at least 5,000.

Business District: An area within a city or borough which is officially designated as a business district by the local officials.

College or University: An institution which is approved by a nationally-recognized accreditation agency and which grants degrees.

Courthouse/Government Buildings: A public building, structure, or complex used by a Federal, County, State or municipal government for the purpose of convening official legal activities.

Fairground: A commercially-operated tract of land where fairs or exhibitions are held, and which has permanent buildings included but not limited to livestock exhibition pens, exhibition halls, bandstands, etc.

Library: A repository for literary and artistic materials, such as books, periodicals, newspapers, recordings, films, and electronic media, kept and systemically arranged for use and reference.

Military Base: A facility operated by the State or federal government for training or support of military troops, or for inventorying and warehousing military equipment.

Museum: A facility that cares for and exhibits works of artistic, cultural, or scientific value that are cared for and exhibited to the General Public.

Observatory: A facility designed and equipped for making observations of astronomical, meteorological, or other natural phenomena.

Religious Site: A shrine, grotto or similar type site, which is of a unique religious nature. Facilities whose sole purpose is to host routine worship services are not eligible.

Theaters and Performing Arts Centers: A facility for the performing arts, exhibits, or concerts, which has a minimum occupancy capacity of 150 people.

(c) Historical/Architectural

Historical Site: A designated National Historic Site or a structure or place of historical, archaeological or architectural significance listed on or eligible for listing on the National Register of Historic Places maintained by the US Department of Interior or otherwise designated by the Pennsylvania Historical and Museum Commission (PHMC), or a County Historical Commission or Agency. The site must be accessible to the General Public and provide a place where visitors can obtain information about the historic site.

Historic Sites may include the following types, provided they meet the above criteria:

- Encampments and Battlefields
- Forts
- Houses
- Commercial Buildings
- Farms, Farmsteads, and Barns
- Religious Sites, Places of Worship, Cemeteries, and Monuments
- Mills and Factories
- Furnaces
- Coal Mines and Coke Ovens
- Bridges
- Tollhouses
- Canals
- Railroad Stations
- Cemeteries

Historic District: A district or zone listed on or eligible for listing on the National Register of Historic Places maintained by the U.S. Department of Interior or otherwise designated by the Pennsylvania Historical and Museum Commission (PHMC), or a County Historical Commission or Agency. Historic districts shall provide the General Public with a single, central location such as a self-service kiosk or welcome center, where visitors can obtain information concerning the historic district.

Historic Districts may include the following types, provided they meet the above criteria:

Historic Residential Streets
 Shopping Streets and Districts
 Court Houses and Public Buildings
 Railroad lines
 Canals

(d) Recreational

Boat Launch: A facility open to the General Public for docking or launching boats.

Campground: A facility with continuous operation for at least 6 months per year and a minimum of 20 overnight sites. An attendant shall be available during the hours of operation and restrooms with showers, running water and flush toilets shall be available. Accommodations sold on annual or time-sharing basis or otherwise not available for General Public use will not be counted toward the minimum requirements.

Canoeing and Rafting: Areas open to the General Public with established canoeing and rafting facilities.

Golf course: A facility open to the General Public and offering at least nine (9) holes of play. Miniature golf courses, driving ranges, chip and putt courses, and indoor golf shall also be eligible.

Hiking and Biking Trails/Routes: Areas designated for recreational hiking, biking, walking, etc. which are publicly accessible, and owned and maintained by either the Local or County government or Pennsylvania Department of Conservation and Natural Resources (DCNR), or non-profit organizations. TODS will only be installed at locations that direct the motorist to an established trail head with parking facilities.

Horseback Riding Areas: Areas designated for horseback /ponyback riding for the General Public.

Hunting and Fishing Areas: Areas so designated and under jurisdiction of the Pennsylvania Game Commission or the Pennsylvania Fish and Boat Commission.

State and National Park, Recreation Area, Forest: An area so designated and under the jurisdiction of DCNR, Pennsylvania Historical and Museum Commission (PHMC), National Park Service, U.S. Department of Interior, County Government, or non-profit organization with facilities open to the General Public.

Ski Area: A downhill skiing area with equipment rentals, or a cross country ski area with equipment rentals and a minimum of 5 miles of marked and groomed trails.

Snowmobile Trails and Winter Sports Areas (excluding Ski Areas): Areas with marked snowmobile trails, ice skating rinks, snowboarding, sleigh rides, and toboggan runs, which are open to the General Public. TODS will only be installed at locations that direct the motorist to an established trail head with parking facilities.

Sports Facilities: Regional (multi-jurisdictional) facilities such as minor league and little league baseball fields, and school recreational fields.

Water Skiing: Areas designated for water skiing, jet skiing, or motorboats.

(e) Tourist Services

Bed and Breakfasts: A private residence located in a Rural Area that contains ten (10) or fewer bedrooms used for providing overnight accommodations to the General Public, and which breakfast is the only meal served and is included in the charge for the room. Must be rated in accordance with national or state standards for bed and breakfasts; rating may be performed by the local Tourist Promotion Agency.

Country Inn: A facility located in a Rural Area that contains 25 or fewer rooms for providing overnight lodging accommodations to the General Public, and that at a minimum provides full service dining for

morning and evening meals. Must be rated in accordance with a national or state standards for country inns; rating may be performed by the local Tourist Promotion Agency.

Historic Hotel: A facility which must be located within a building that is at least 50 years of age. And be listed on or eligible for listing on the National Register of Historic Places, or which is recognized by State, National or a County Historical Society as having historical significance; and currently holds itself out by any means, including advertising, license, registration with any Innkeepers' group, convention listing association, travel publication or similar association or with any government agency, as being available to provide overnight lodging or use of facility space for considerations to persons seeking temporary accommodations.

Hospital: An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions. The facility must have 24-hour emergency care with a doctor on duty at all times

Resort: A facility with at least 75 rooms and those recreational amenities normally present at a resort, and which is the main focal point of a vacation.

Regional Restaurant: An establishment in a Rural Area where food and drink are prepared, served and consumed on premise and provided by full-table service. The facility must provide a minimum of eighty (80) indoor seats. Must be a local operation uniquely associated to the region. Drive-through only establishments and franchised or corporate-owned chain restaurants are excluded from this type of eligible Participant.

Pennsylvania Visitor Information Centers: A facility where the primary purpose of its operation is to provide information and tourist supportive services. Must be approved by the Department of Community and Economic Development.

(f) Transportation

Airport: A public-use facility licensed by the Department for the landing and takeoff of aircraft, and for receiving and discharging passengers and cargo.

Heritage Roads, Historic Routes, Byways or Trails: a road, trail, or route designated by DCNR, PennDOT, U.S. Department of Interior, or other agency as being part of a national or state recognized historic or heritage park, trail system, or byway.

Railroad Trips: Scenic or historic railroad trips recognized by the local Chamber of Commerce, the regional Tourist Promotion Agency, DCNR, or Pennsylvania Historical and Museum Commission.

Railroad/Bus Stations: A passenger terminal utilized for discharging and picking up passengers and for ticketing.

Scenic Overlook: An area, usually at the side of the road, where persons can observe a scenic area such as significant geology, unique botanical resources, or expanses of land such as farmlands, woodlands, or across mountaintops or ridges.

Water Tours: A guided tour on a body of water using a passenger carrying vessel with access to a docking facility and adequate legal parking.

Waterfronts: Areas with access to and views of the rivers of the Commonwealth, which are recognized by the County or the State as having significant recreational or cultural value and are open a minimum of 30 days per calendar year.

Location, Spacing, and Design of TODS for Conventional Roads

General

TODS may be installed to direct traffic to each entrance of an eligible Participant beginning at the nearest access point from a Conventional Road with an average of at least 2,000 vehicles per day. TODS shall not be authorized to direct motorists onto or off of any Freeway or Expressway. TODS with straight ahead arrows will not be authorized, except where the Department deems necessary to provide positive guidance.

Location

Install TODS in advance of the intersection where a motorist leaves the primary highway system and at all subsequent locations where the motorist is required to turn in order to travel to the Participant. When the Participant, or the Participant's On-Premise Sign, is readily visible from the highway, do not install a TODS immediately in advance of the Participant. All TODS should be on the right-hand side of the highway and where sufficient space is available.

TODS should be located to take advantage of natural terrain, to minimize the impact on the scenic environment, and to avoid visual conflict with other signs within the highway right-of-way. Department-approved breakaway sign supports shall be used. When an at-grade intersection on a primary highway is replaced with an interchange, the location shall no longer qualify for TODS and any TODS previously erected shall be removed.

TODS shall be located so as not to interfere with, obstruct, or divert driver's attention from any official traffic control device. Official Traffic Control Devices placed at intersection approaches subsequent to the placement of TODS shall have precedence as to location and may require the relocation of TODS. In general, TODS shall be installed at least 200 feet from other official traffic control devices.

TODS shall be positioned in such a manner that does not restrict drivers' vision when entering the highway from side roads or driveways.

TODS shall not be displayed for any business which is readily visible and identifiable within 200 feet along the highway.

Spacing

TODS shall be located not less than 200 feet or more than 1,320 feet in advance of a location where a turn is required from the highway. At intersections where more than one TODS assembly is required, the minimum spacing between such assemblies should be 200 feet. The maximum number of TODS assemblies on any intersection approach shall be two.

Design of TODS on Conventional Roads

TODS layout shall be in accordance with Exhibit . Each TODS shall have one or two lines of legend which should generally be limited to the name of a single Participant or an abbreviation thereof. The names of multiple participants or businesses will not be included on a single TODS. A maximum of 16 letters and spaces shall be permitted on each line unless specific approval for an increased number of letters and spaces is granted by the Department. Legends shall not include promotional advertising.

Generally, a directional arrow shall be required. If the distance to the business is 1/4 mile or greater, the distance in miles should be included below the arrow. The distance may be 1/4, 1/2, 3/4, or the nearest whole mile. When necessary, the sign may have a full-width message without a directional arrow, with a second line message such as "DRIVEWAY ON LEFT," "LEFT 500 FEET," , etc.

The standard TODS size shall be 72"x24". Where insufficient right-of-way or roadside exists, smaller TODS measuring 48"x16" may be authorized. All TODS shall be of the same size where multiple TODS are installed on a single sign assembly.

TODS shall have white reflectorized legend and border on a blue reflectorized background. A brown reflectorized background may be authorized for State and National parks, recreational areas and historical sites. All TODS shall be fabricated by a Department-approved sign manufacturer using a Department-approved retroreflective sheeting.

Generic symbols may be used on TODS at the beginning of the legend area. Any generic symbol included in Exhibit 2-15 or included as a recreational or cultural interest area symbol in either the FHWA's Standard Highway Signs and Markings book or the Manual on Uniform Traffic Control Devices (MUTCD) is permitted for use.

Arrangement

TODS will normally be installed as independent sign assemblies. A maximum of six TODS shall be authorized for installation on any approach to an intersection.

When the number of TODS at an intersection approach is three or less, TODS shall be grouped together with signs displaying arrows pointing to the left above those pointing to the right. If any TODS with straight-ahead arrows (as is the case where the road turns and the access is straight-ahead) are authorized, the TODS for the straight-ahead Participant shall be installed above any TODS for Participants to the left or to the right; except that seasonal Participants shall be mounted below all other signs regardless of orientation of directional arrow.

If the number of TODS at an intersection approach is more than three, TODS shall be grouped as two separate TODS assemblies with a maximum of three TODS per assembly. The first TODS assembly should generally be limited to Participants with straight-ahead or left arrows, and the second TODS assembly will generally be limited to Participants with right arrows. Install Seasonal Businesses on the second assembly.

If more than one business exists in a given direction, the TODS for a closer business shall be mounted above the more distant business.

The top of the TODS assembly shall be a minimum of 9 feet above the ground. The bottom sign shall be a minimum of 5 feet above the near edge of roadway and 7 feet above the ground where pedestrian traffic may exist.

Sign Installation, Cost and Maintenance

Installation

The Pennsylvania Tourism Signing Trust will be responsible for the manufacturing and installation of all TODS (except for Airports and Signing Districts which fall under the purview of the Department) in accordance with PennDOT standards and specifications. At locations where sidewalks exist, the Pennsylvania Tourism Signing Trust will obtain municipal authorization for installation of TODS. If TODS are required on a local highway for route continuity, the Pennsylvania Tourism Signing Trust shall obtain municipal authorization prior to the installation of any sign.

Costs

Each applicant shall be responsible for the costs established by the Pennsylvania Tourism Signing Trust for installation of each TODS. In addition, the applicant shall be responsible for all costs incurred due to the

adjustment, relocation, covering or removal of TODS to comply with the requirements set forth in this policy.

With all new applications, the applicant is required to pay an application fee which must be included with the submission of the TODS application. The application fee will not be used to offset any portion of the costs for installation of each TODS. Participants requesting replacement TODS for an approved facility are not required to pay an application fee.

Maintenance

The Participant is responsible for all maintenance costs performed by the Pennsylvania Tourism Signing Trust. Such maintenance costs will not exceed the cost established at the time of maintenance of a new TODS. The Department reserves the right to maintain, and adjust all signs within its right-of-way. If a replacement TODS is necessary due to deterioration, traffic accident or vandalism, the Participant shall be responsible for the sign replacement costs.

The Pennsylvania Tourism Signing Trust Staff will notify Participants of any TODS in a state of disrepair, and the Participant will be responsible for costs associated with any maintenance. Any maintenance costs which are not paid by the Participant will result in removal of their TODS and termination from the program.

Existing TODS which were installed prior to the Pennsylvania Tourism Signing Trust assuming administrative responsibilities for TODS under this policy will only become the responsibility of the Pennsylvania Tourism Signing Trust once maintenance is required. At that time, the participant will be required to execute an agreement with the Pennsylvania Tourism Signing Trust and be subject to their fee structure as explained under the section entitled Costs above. This also applies to TODS which serve as trailblazers for supplemental guide signs. Geographic areas covered by Signing District Agreements will continue to be the responsibility of the sponsor for those agreements.

Missing Signs

It is the responsibility of the Participant to review their TODS and to advise the Pennsylvania Tourism Signing Trust of any missing signs as soon as the problem exists. The Participant will be responsible for costs associated with the replacement of missing TODS and any costs which are not paid will result in the removal of remaining TODS, if applicable, and termination from the program.

Seasonal Participants

Location of Seasonal TODS

The order of installation of TODS, whether seasonal or non-seasonal, shall be as prescribed under the section on arrangement.

Covering or Removing Signs

When TODS are approved for businesses that are not operated on a year-round basis, the Pennsylvania Tourism Signing Trust will cover or remove the TODS for any period of time greater than 15 days in which the business is not operating except for TODS with a "SEASONAL" supplemental message. The Participant shall be responsible for all associated costs including but not limited to removal, storage and reinstallation of the sign panel, and posts if required.

Removal of a TODS

General

The Pennsylvania Tourism Signing Trust and PennDOT reserve the right to remove TODS if space is needed for necessary official traffic-control devices or if PennDOT determines that the signing is not in the best interest of the Commonwealth or the traveling public. The Participant will not be reimbursed for the sign costs.

Removal of Signs

Except where otherwise provided in these guidelines, TODS may be removed by PennDOT or the Pennsylvania Tourism Signing Trust including but not limited to any of the following reasons:

- Failure to comply with eligibility requirements set forth in the guidelines.
- Because of fire, crash, facility renovation, or similar causes, which result in a qualified Participant becoming inoperable for a period of time exceeding 15 days.
- If the facility closes for an extended period without a scheduled reopening date, or if in the opinion of the Pennsylvania Tourism Signing Trust, the owner or responsible operator does not proceed with necessary repairs within a reasonable time, the Participant shall lose its right to continued placement of its TODS.
- If the facility ceases to operate in accordance with these guidelines.
- If a Signing District is established and existing TODS do not provide consistent guidance.
- Because the TODS conflicts with road modifications or safety concerns.

Application Procedure

Application

Participants desiring TODS shall request an application from the Pennsylvania Tourism Signing Trust or download one from its website. Each applicant shall provide the following (for an airport contact PennDOT's Bureau of Aviation):

- A completed application form and fee. A separate application shall be submitted for each Participant's site where TODS are proposed.
- A map or neatly drawn sketch of the area to indicate the locations of the requested TODS and the location of the Participant.
- A notarized application attesting to the authenticity of the signatures. If TODS are installed and it is subsequently determined that the applicant was not truthful, the TODS shall be removed and the Participant shall be billed for the actual removal costs.
- Approval on the application from the local municipality(s) that the installation of TODS does not conflict with any local ordinances.

Excess Number of Eligible Participants

If applications are received for any one intersection for more than the allowable number of TODS, the order of priority shall be based on the date of receipt of a properly completed application and the required fee.

Once approved for TODS, the Participant shall remain eligible for these signs unless it is declared in violation of these guidelines.

Applicant Appeals

A business may appeal a denial for TODS under Title 2, Pa. C.S., Sections 501-508 (relating to the Administrative Agency Law), by submitting a written request for a hearing within 30 days of the date of the denial notification. Businesses should submit appeals to:

Administrative Docket Clerk
Pennsylvania Department of Transportation
400 North Street-9th Floor
Harrisburg, PA 17120-0096

The written request shall include a filing fee made payable to the "Commonwealth of Pennsylvania" and a copy of the denial notification.

At the time of publication, filing fees are listed at 34 Pa.B. 4081 (see <http://www.pabulletin.com/secure/data/vol34/34-31/1410.html>). Filing fees for appealing a TODS decision is a Level II fee, and comes under the category of "motorist information sign matters." Businesses may verify the current fee by contacting the Administrative Docket Clerk at 717-772-2741.

Signing Districts

General

As opposed to signing individual facilities from the nearest access point from a Conventional Road with an average of at least 2,000 vehicles per day, the purpose of a Signing District is to provide an overall, uniform signing concept for various facilities located in a specific municipality. A cohesive signing concept may encourage traffic flow to general destinations including, but not limited to cultural Participant areas, recreational Participant areas, shopping areas, and universities, and may then direct motorists to specific Participant locations.

Agreement

In order to establish a Signing District, a governmental sponsor shall submit an application to PennDOT (see Exhibit 2-16 (Application for Signing District) and agree to enter into an Agreement with PennDOT to coordinate, obtain, erect and maintain all signs associated with the Signing District. The governmental sponsor must ensure that all facilities eligible for signing under the provisions of these guidelines are provided an opportunity to participate in the Signing District. A public meeting shall be held to provide Participants with an opportunity to become involved. The removal of existing "illegal" or permitted advertising signs shall be evaluated to avoid and reduce sign clutter on the highways. Sign designs and color schemes will comply with those indicated in Exhibit 2-14.

Installation

Department approval shall be obtained for the proposed sign locations. An Agreement shall be executed between the parties before the manufacture or installation of any signs. The governmental sponsor shall be responsible for manufacture, installation and maintenance of signs as outlined in the Agreement.

Exhibit 2-14 TODS (D7-4)

(a) Justification. The Attraction Sign (D7-4) may be used on conventional highways to direct motorists to large tourist attractions in accordance with the Department's Attraction Signing Guidelines. One or two lines of legend may be used to identify the name or abbreviation of the attraction.

(b) Design. A rectangular directional box should generally be located on the left side of the sign for attractions that are straight ahead or to the left, or on the right side of the sign for attractions to the right. The box should generally include a directional arrow and a distance of 1/4, 1/2, 3/4 or the nearest whole mile, but the box may be eliminated if it is more appropriate to use directional information such as "DRIVEWAY ON LEFT", "LEFT 1000 FEET", etc., on the second line of legend. All legend should be "Clearview 1W, 2W or 3W" font, of the highest series possible. If necessary, the legend may be further condensed up to 35 percent. A generic symbol for hospital, campground or airport may be used in advance of the legend message.



DIMENSIONS - mm (IN)													
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q
1200 x 400 (48" x 16")	50 (2)	100 (4)	75 (3)	100 (4)	125 (5)	55 (2.6)	15 (0.6)	185 (7.4)	50 (2)	870 (34.8)	275 (11)	20 (0.8)	25 (1)
1800 x 600 (72" x 24")	90 (3.6)	150 (6)	105 (4.2)	165 (6.6)	188 (7.5)	100 (4)	20 (0.8)	280 (11.2)	75 (3)	1310 (52.4)	400 (16)	30 (1.2)	45 (1.8)

COLOR:

LEGEND AND BORDER:
WHITE (REFLECTORIZED)

BACKGROUND:
BLUE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: *Alan C. Rowe* Date: 01-03-06
Chief, Traffic Engineering and Operations Division
Bureau of Highway Safety and Traffic Engineering

Exhibit 2-15 Acceptable Symbols

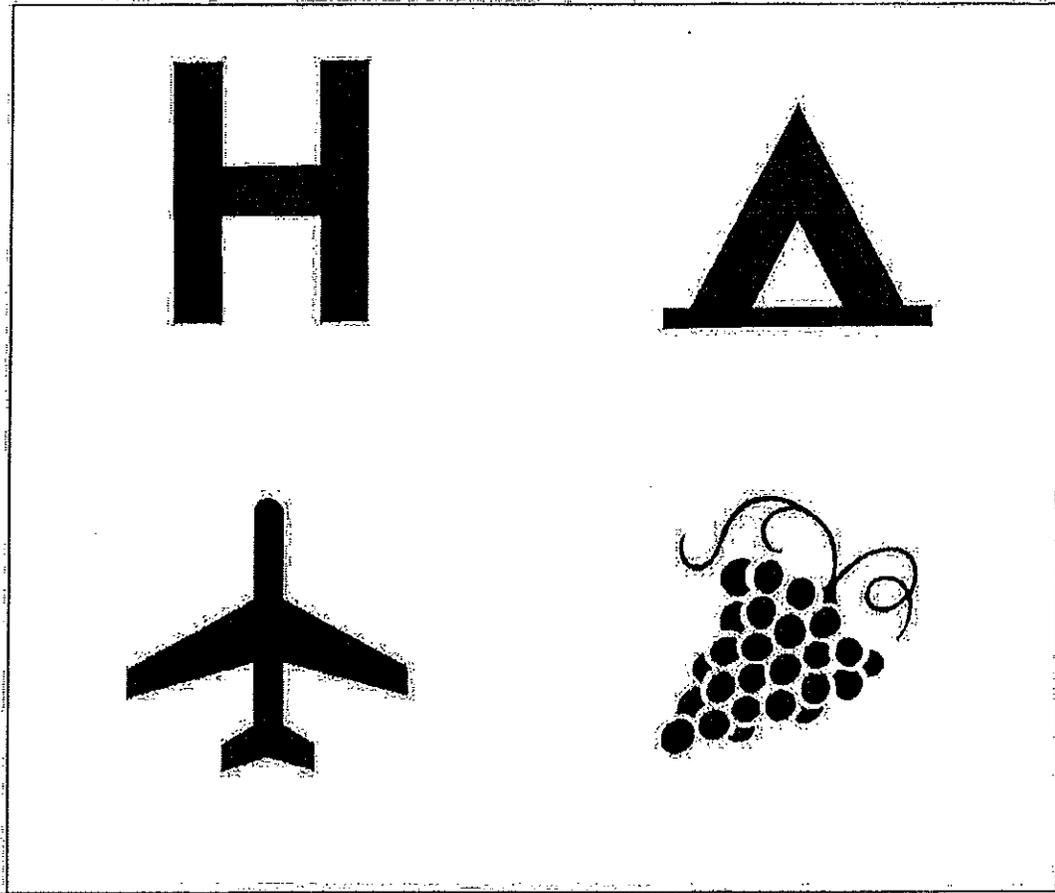


Exhibit 2-16 Application for Signing District

Please print or type the following information.

1. Name of Governmental Sponsor:
2. Mailing Address:
3. Name of contact person:
4. Phone number of contact person:
5. Has a map of the proposed signing district been included? _____
6. Name of Consultant:
7. Address of Consultant:
8. If consultant has not been hired, will the service of one be used? _____ If not, who will design the system?
9. Have all illegal signs been removed? _____
10. Has an inventory of existing permitted signs been completed? _____

<p>11. Does the governmental sponsor understand that all businesses or facilities that participate in the signing district must meet one of the definitions and satisfy the General Eligibility Requirements set forth in this policy?</p> <p>Yes _____ No _____</p>
<p>12. Are there any plans contemplated to expand the signing district beyond its boundaries and become a signing region? If yes, is there a timetable (attach or explain)?</p>
<p>13. Note: Execution of an agreement between the governmental sponsor and the Commonwealth designating the signing district must be completed before construction of the signs begins.</p>
<p>14. Do you understand all costs will be borne by the governmental sponsor? Further, the governmental sponsor may recoup some or all of the administrative costs of the program by the establishment of a fee structure for applicants.</p>
<p>15. Indemnification. The Governmental Sponsor shall indemnify, save harmless, and defend the Department from any and all claims, actions, damages, injuries, and/or expenses arising out of the subject Signing District or on account of any act, omission, neglect, or misconduct by an applicant or a third party.</p> <p>I hereby certify that the information provided on this application is true and correct and to the best of my knowledge, and _____ (name of Governmental Sponsor) is fully prepared to move forward to completion of the signing district. It is also my understanding that if signs are installed, they may be removed by PennDOT or the Pennsylvania Tourism Signing Trust as detailed in these guidelines.</p> <p>Sworn before me this _____ day of _____, 20____.</p> <p>Notary:</p> <p>Signature of Representative: _____</p>