

EXECUTION DOCUMENT

SEVENTH AMENDMENT TO THE FUNDING AGREEMENT BY AND BETWEEN SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY ("SEPTA") AND THE TOWNSHIP OF LOWER MERION ("TOWNSHIP")

THIS SEVENTH AMENDMENT ("Seventh Amendment") is made on this _____ day of _____ 2016, effective retroactively to January 2, 2015, by and between Southeastern Pennsylvania Transportation Authority ("SEPTA") and the Township of Lower Merion ("Township").

WHEREAS, on May 8, 2006 SEPTA and the Township entered into a Funding Agreement, effective retroactively to December 8, 2004, which was amended on July 6, 2007, February 12, 2009, February 4, 2010, August 19, 2010, October 21, 2011 and June 28, 2012 (Funding Agreement, first amendment, second amendment, third amendment, fourth amendment, fifth amendment, and sixth amendment, collectively "Agreement"); and

WHEREAS, effective January 2, 2015, the Township is no longer responsible to serve as subgrantee to perform the services set forth in the Scope and Work Plan of the Agreement.

WHEREAS, effective January 2, 2015, SEPTA shall manage the design of the work related to the Ardmore Transportation Center ("Project") in its entirety on behalf of the Pennsylvania Department of Transportation ("PennDOT").

WHEREAS, in order to effectuate the termination of the Agreement, SEPTA and the Township would like to (1) cancel the Scope and Work Plan and (2) confirm the amount of the Township's total and final local match contribution to the Project.

WHEREAS, SEPTA and the Township have agreed to terminate the Agreement effective January 2, 2015.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, SEPTA and the Township agree as follows:

I. Incorporation of Recitals and Background.

The recitals and background above are hereby incorporated into the Seventh Amendment to the Agreement.

II. Amendments to the Agreement.

A. The Agreement, including, but not limited to, the Scope of Work Plan is hereby terminated effective January 2, 2015.

B. Township has paid a total of \$830,266 in local match (which represents 20% of \$4,151,333) for the work related to the Project. In lieu of any additional local match requirement from Township towards the Project, Township will not charge SEPTA for engineering reviews related to the Project performed (i) by

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Township engineering personnel for any reason or (ii) by third-party engineering consultants when the submissions are informational only. Township may charge SEPTA the actual, reasonable and customary fees of third-party engineering consultants for review of submissions that are (1) outside the scope of the Amtrak preemption/exemption so that Township approval is required by law, such as for stormwater or traffic changes and improvements to local streets, and (2) where the construction physically takes place on Township property or within Township rights of way and Township staff require the assistance of professional engineers beyond those on staff.

C. All notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified United States mail (postage prepaid, return receipt requested), overnight express mail or courier service providing for receipted delivery addressed as follows:

If to SEPTA, to: Robert L. Lund, Jr., P.E.
Assistant General Manager – EM&C
SEPTA
1234 Market Street, 12th Floor
Philadelphia Pennsylvania 19107

With a copy to: General Counsel
SEPTA
1234 Market Street, 5th Floor
Philadelphia, Pennsylvania 19107

If to Township, to: Ernie B. McNeely
Township Manager
75 E. Lancaster Avenue
Ardmore, PA 19003

With a copy to: Gilbert P. High, Jr.
Lower Merion Township Solicitor
40 East Airy Street
Norristown, PA 19404

or to such other person at such other address as a Party shall designate by like notice to the other Party. Unless otherwise provided herein, all notices hereunder shall be deemed to be given when received or personally delivered.

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IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed by the undersigned officers as of the date first above-written.

Southeastern Pennsylvania
Transportation Authority, SEPTA

Attest:

By: _____
Jeffrey D. Knueppel
General Manager

By: _____
Carol R. Looby
Secretary

Township of Lower Merion

Attest:

By: _____
Ernie B. McNeely
Township Manager

By: _____
Title: _____

Approved as to form

By: _____
Office of the General Counsel
of SEPTA