MAIDENCREEK
PARK & RECREATION BOARD

## *Hometown Heroes Program*

Dear Neighbors and Friends:

The Maidencreek Township Park and Recreation Board is proud to honor our servicemen and servicewomen by facilitating the Maidencreek Hometown Heroes Program. This program is a community memorial to those who have served our country throughout the years. While the program was created to honor local men and women any application will be considered regardless of where a veteran may have been born or raised. The Hometown Heroes Banners are paid for by sponsors who may be friends, family or businesses. Sponsors will be named on the banners. All costs need to be paid prior to ordering the banner. All sponsors will be advised of when and where a banner will be raised.

Rules:

1. The initial cost of a 60 x 30-inch banner is $200.00. Any sponsor may elect to replace their original banner for the cost of $100.00. The replacement cost may increase slightly due manufacturing costs. Checks only should be made payable to: Maidencreek Township. *Please note there is no guarantee as to the life of the banner but all retired banners will be returned to the sponsor.
2. A photo or scanned emailed photo of your hero needs to be submitted with a fully completed application. *Your photo will be returned after the banner is printed.*
3. Information about your hero will be printed as you state on the application. You can see a copy of your banner before it is manufactured. At that time changes may be made. Once that copy is approved, the banner will be manufactured without any further editing.
4. The Township reserves the right to deny any application and all funds will be returned.

Name of person submitting application: _____

Relationship to Hometown Hero: _____

Phone Number: _____ Email: _____

Desired Location of Banner: _____

***(The following section will appear on the banner the way it is printed)***

Full Name of Person in Photo – you may include rank if desired: _____

Era of Service (WWI, WWII, etc.) **(see photo release form) _____

Branch of Military: _____

Hometown (Blandon, Molltown, Maidencreek etc.) _____

Sponsors: ie: (Joe and Betty Smith; Mom & Dad) _____

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**PHOTO RELEASE FORM**

I hereby grant Maidencreek Township permission to use the attached photo (which includes a likeliness of me or my relative) in the Hometown Heroes Program and for promotional use. In addition, I take full responsibility that all information provided about the veteran (s) being honored is accurate and correct. I have read and understand both sides of this application.

Signature_____ Date_____

Printed Name_____

- Eras of Service – Official DOD Dates

Global War on Terror (GWOT) – September 11, 2001 to present

Persian Gulf – August 2, 1990 – August 31, 1991

Vietnam Era – February 28, 1961 – May 7, 1975

Korea Conflict Era – June 27, 1950 – January 31, 1955

Cold War – September 2, 1945 – December 26, 1991

WWII – December 7, 1941 – December 31, 1946

WWI – April 6, 1917 – November 11, 1918

Mail, email, hand deliver, or fax completed form to:

Maidencreek Township
PO Box 319, 1 Quarry Road
Blandon, PA 19510
610-926-4920 Fax: 610-926-6314
k.gruber@maidencreek.net

Applicant's final approval with payment

_____
Signature

_____
Date

_____
Payment – Cash or check #

**THIRD-PARTY INSTALLATION AGREEMENT**
**FOR PLACEMENT OF FLAG OR BANNER**
**BETWEEN**
**The Metropolitan Edison Company**
**AND**
**Maidencreek Township**

**THIS AGREEMENT** is made and entered into by and between **The Metropolitan Edison Company** (hereafter "Company") and **Maidencreek Township** (hereafter "ENTITY").

WHEREAS, the ENTITY wishes to place a flag or banner (hereafter "banner") advertising certain activities pertaining to the ENTITY as further set forth in Appendix A;

WHEREAS, the Company owns utility poles, or is obligated as the result of a joint use agreement to maintain the poles, to which the ENTITY desires to attach its banners;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto mutually agree as follows:

## SECTION I. SCOPE OF SERVICES – GENERAL

The ENTITY shall administer the following components of its banner advertising activities, including banner purchase, design, and functions directly related thereto. If specific permission by Ordinance is necessary prior to hanging the banners, the ENTITY will obtain said permission in writing and provide proof of said permission to Company.

The ENTITY shall secure prior written approval from the Company for each pole location selected. The need for this approval will enable the Company to determine if the pole is of adequate design to accommodate clearances and additional loading, whether the Company will grant permission for the use of its poles, and will provide the ENTITY with guidance for avoiding conflicts with traffic, safety, and warning signs.

The banner placement shall include only those poles identified and listed in the attached Appendix B. No flags, banners, signs, or other decorations shall be attached to poles or other appurtenances under control of the Company, except those covered under this Agreement or others specifically consented to in writing by the Company.

## SECTION II. GRAPHIC CONTENT

The content of the banner shall not be used for commercial advertising or for advertising or promoting political candidates, parties, events, or issues. The graphic content of the banners shall be limited to the following:

A. Content may be generic in nature, graphically, symbolically, or verbally representing or depicting any applicable political subdivision or public university.

B. Content may graphically, symbolically, or verbally represent or promote nonprofit cultural or civic events and activities or facilities of general public interest.

C. In consideration of the public benefit, a commercial institution or institutions that are the primary sponsor(s) of a cultural or civic event or activity of general public interest may be given sponsorship recognition on the banner under guidelines established by the ENTITY. In any event, such recognition shall not exceed five percent (5%) of the surface area of a banner.

## SECTION III. BANNER SIZE & FEATURE

Each unique banner, unique banner configuration, and mounting hardware as described and depicted in Appendix A is approved for installation per this Agreement. All banners and installations shall comply with Company requirements and all other applicable laws, regulations, or codes.

No other types of flags, banners, signs, or decorations shall be permitted on Company poles, except with the specific written permission of the Company.

The approved banner shall only be installed at locations listed in Appendix B of this Agreement. Furthermore, each banner (in its entirety) shall be installed at or above the listed minimum mounting height.

## SECTION IV. MONITORING & INSTALLATION

The ENTITY hereby is solely responsible for contracting with a qualified third party (hereafter "INSTALLER") to access the poles for the purposes of installing, maintaining, and removing the banners and said access to the poles will be limited solely to the INSTALLER. Where applicable, INSTALLER shall comply with all pertinent provisions and be certified or licensed to perform the work according to OSHA Regulations and the National Electrical Safety Code ("NESC").

The ENTITY assumes sole responsibility for compliance with all current local and state regulations and warrants that the INSTALLER is certified to do the work necessary to install, maintain, and remove the banners.

Company, at its sole discretion, reserves the right to remove, or require the INSTALLER to remove at ENTITY's sole cost, any banners and installations for maintenance, if the banners or INSTALLER does not comply with the NESC or applicable government regulation, or if the Company is directed to do so by the appropriate officials. The Company will give reasonable notice to the ENTITY upon taking such action. The ENTITY agrees to be responsible for any damage incurred by the removal of the banners, except if such damage is caused by the sole negligence or willful misconduct of the Company as determined by a Court of Law.

The Company reserves the right to give prior approval of all appurtenances that will be attached to its poles for mounting banners.

## SECTION V. FINANCIAL RESPONSIBILITY

The ENTITY agrees to assume financial responsibility for all components of the banner placement, which it has solely undertaken or which, if undertaken by others, it has

expressly authorized. Access to the poles will be limited to the Company or the INSTALLER.

The ENTITY agrees to pay the Company an application fee of $100 to cover the costs associated with processing this agreement.

The above fees do not cover any engineering, installation, removal, maintenance, or transfer work the Company may perform on behalf of the ENTITY. Costs for these services shall be billed separately.

## SECTION VI. LIABILITY

ENTITY shall (1) indemnify, (2) defend, and (3) hold harmless Company from and against any and all losses, costs, damages, claims, liabilities, fines, penalties, and expenses (including, without limitation, attorneys' and other professional fees and expenses, and court costs, incurred in connection with the investigation, defense, and settlement of any claim asserted against the Company).

To the extent allowable by law, ENTITY hereby covenants and agrees to assume all risk of and liability for personal injuries and damage to property of third parties, including but not limited to, owner and other licensees using Company's poles, arising out of or in any manner caused by the erection, maintenance, presence, use, or removal of ENTITY's attachments or any part thereof on the poles of Company or rearranging the same or removing the same therefrom, that results from or arises from the negligent conduct of the ENTITY's officers, agents or employees. To the extent allowable by law, ENTITY agrees to be responsible for damages to property, including but not limited to, loss of business, profits or product, and injury or death to persons, including payments made under Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of ENTITY's attachments or any part thereof on the poles of Company or rearranging the same or removing the same therefrom that results from or arises from the negligent conduct of the ENTITY's officers, agents, or employees.

ENTITY hereby assumes full responsibility for any damage to its attachments and releases Company from any claims for damage that may occur to ENTITY's attachments, except if caused by the sole negligence or willful misconduct of the Company.

ENTITY shall obtain and maintain insurance or self-insurance with deductible amounts satisfactory to Company in order to carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason thereof. The minimum amounts of such insurance shall be:

| **Type of Insurance** | **Limits of Liability** |
|---|---|
| Worker's Compensation | Statutory |
| Employer's Liability | $1,000,000 per occurrence |
| Comprehensive General Liability | |

| | |
|---|---|
| Bodily Injury | $2,000,000 per occurrence |
| Property Damage | $2,000,000 per occurrence |

Endorsements Required
Blanket Contractual Coverage
Products/Completed Operations Coverage
Independent Contractors Coverage
Broad Form Property Damage
Additional Insured Coverage (if not in policy language)

Automobile Liability Insurance (Owned, hired, non-owned)

| | |
|---|---|
| Bodily Injury | $1,000,000 per occurrence |
| Property Damage | $1,000,000 per occurrence |

ENTITY shall name Company as an additional insured under the above policy(ies) as evidenced by an Additional Insured Endorsement (ISO Form CG 20 26 or an endorsement of comparable language to Company's satisfaction).

Upon request, ENTITY agrees to provide copies of appropriate insurance policies for which proof of insurance is specified in this Agreement. The above policy(ies) issued to ENTITY shall not be canceled or changed except after thirty (30) days written notice to Company.

## SECTION VII. DAMAGES

Damages – To the extent allowable by law, ENTITY agrees to be responsible for the negligent actions or omissions of ENTITY's officers, agents, employees and/or its Subcontractors, including, without limitation, for damages relating to: (1) actual or alleged bodily or mental injury to or death of any person, including, without limitation, any person employed by Company, by ENTITY, or by any Subcontractor; (2) damage to or loss of use of property of Company, ENTITY, any Subcontractor, or any third party; (3) any contractual liability owed by Company to a third party; (4) any breach of or inaccuracy in the covenants, representations, and warranties made by ENTITY under this Agreement; and/or (5) any violation by ENTITY or any Subcontractor of any ordinance, regulation, rule or law of the United States or any political subdivision or duly constituted public authority; provided, however, that ENTITY's obligations under this Section VII shall not apply to any damages to the extent initiated or proximately caused by or resulting from the sole or concurrent negligence or willful misconduct of Company, its subsidiaries and affiliates, and/or their respective agents, employees, successors and assigns.

Waiver of Immunities - ENTITY, for itself, its successors, assigns, and Subcontractors, hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby ENTITY could preclude its joinder by Company as an additional defendant, or avoid liability for damages, contribution, or indemnity in any action at law, or otherwise where ENTITY's or its Subcontractor's employee or employees, heirs, assigns, or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against Company. ENTITY's obligation to Company herein shall not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for ENTITY under any worker's compensation acts, disability benefit acts,

or other employee benefit acts on account of claims against Company by an employee of ENTITY or anyone employed directly or indirectly by ENTITY or anyone for whose acts ENTITY may be liable.

No Impairments - ENTITY's obligations hereunder shall not be limited to the extent of any insurance available to or provided by ENTITY. Any other right of Company against ENTITY shall not be impaired or affected in any way by the failure of Company to provide ENTITY with a copy of a notice to owner, notice of lien, mechanics lien, or other information.

## SECTION VIII. ASSIGNMENT

ENTITY shall not assign the rights and benefits conferred under this Agreement.

## SECTION IX. TERM & TERMINATION

The term of this Agreement is one year. Prior to expiration of the current term, ENTITY may request, in writing, the renewal of the Agreement for a subsequent one-year term. If written request for renewal is not received by Company within thirty (30) days prior to expiration of the current term, the Agreement shall terminate as stated. The Agreement and any renewal thereof will terminate immediately upon ENTITY's nonpayment of any assessed fees.

In the event of request for renewal, Company may at its sole discretion, require ENTITY to provide an inspection of banner installations to assure the integrity of banners and associated pole mounting hardware. If so required, said inspection shall be performed by a qualified, independent third party, mutually agreed upon by Company and ENTITY; the cost of said inspection shall be the sole responsibility of ENTITY.

The privileges granted in this Agreement may be terminated by the Company or the ENTITY upon thirty (30) days written notice to the other party. In either case, the ENTITY agrees to remove all banners within said thirty (30) days.

ENTITY is responsible for removal of all banners upon termination of the Agreement, and said removal shall be done within 30 days by a qualified, independent third party, mutually agreed upon by Company and ENTITY. ENTITY shall be responsible for all removal costs and any damage incurred because of said removal, except if such damage is caused by the sole negligence or willful misconduct of the Company as determined by a Court of Law.

## SECTION X. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

Any provisions to be modified or added to this Agreement subsequent to its effective date become part of the Agreement only upon mutual consent of the parties, which is expressly manifest in writing.

IN WITNESS WHEREOF, the Company and the ENTITY acting by and through their respective representatives, have executed this Agreement this 21st day of May, 2019.

| **The Metropolitan Edison Company** | **Maidencreek Township** |
|---|---|
| By: _____ Signature | By: _____ Signature |
| By: Thomas R. Pryatel Print name | By: _____ Print name |
| Title: Director, ED Operations Services | Title: _____ |

# APPENDIX A

ENTITY has the permission of Company to display ENTITY's banner (as described below) on Company poles.

Provide photo / illustration of proposed banner:

OR

Describe the physical properties (size, weight, material type, etc.) of each unique banner:

Describe the mounting hardware to be used to mount banner to pole:

Show the design/graphics of each unique banner:

## APPENDIX B

The approved banner shall be installed only at the identified locations listed below. Please provide Company pole number, street name, and GPS coordinates (if known).

Met-Ed

**EXHIBIT D**

**ADDITIONAL BANNER ATTACHMENT/REMOVAL REQUEST**

**Application #** _____
**Date** _____
**CIN#** _____

____ Met-Ed
____ Penelec
____ JCPL

____ Attachment
____ Removal

In accordance with the terms of the General Joint Use Agreement dated _____, application is hereby made for reserved space on your pole(s) as located and described below:

INSTALLATION: Beginning Date_____ Completion Date_____

REMOVAL: Beginning Date_____ Completion Date_____

**Location of Poles :** _____

**City, Borough, Or Township, and County/State**

| | | | **Make Ready Work Needed** | | |
|---|---|---|---|---|---|
| **Pole Number** | **Pole Location** | **Pole Height** | **YES** | **NO** | **Make Ready Remarks** |
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**PLEASE ATTACH A LOCATION SKETCH OR MAP AS NECESSARY** **TOTAL # OF POLES**_____

**Remarks**

**GRANTED** _____ (Date)

_____ (Owner)

_____ (Authorized Signature)

_____ Title

Signed _____
**(Licensee Company)**

By _____

Title _____