AGENDA

REORGANIZATION MEETING
Board of Commissioners
Township of Haverford

JANUARY 6, 2020
MONDAY– 7:30 p.m.
Commissioners Meeting Room

1. **Opening of Meeting**

    a. **Roll Call**

    b. **Pledge of Allegiance**

2. **Swearing in Ceremony**

1st Ward Commissioner-elect Steve D'Emilio sworn in by
The Honorable Robert R. Burke

3rd Ward Commissioner-elect Kevin McCloskey sworn in by
The Honorable Elisa C. Lacianca

5th Ward Commissioner-elect Andy Lewis sworn in by
The Honorable Elisa C. Lacianca

7th Ward Commissioner-elect Conor Quinn sworn in by
The Honorable Elisa C. Lacianca

9th Ward Commissioner-elect William Wechsler sworn in by
The Honorable Robert D'Agostino

3. Nominations – President of the Board of Commissioners

Motion: to nominate _____ to serve as President of the Board of Commissioners.

Voting order 1 2 3 4 5 6 7 8 9

4. Nominations – Vice President of the Board of Commissioners

Motion: to nominate _____ to serve as Vice President of the Board of Commissioners.

Voting order 1 2 3 4 5 6 7 8 9

5. Appointments – Administrative

Township Solicitor

Motion: to reappoint _____ to serve as Township Solicitor for a one-year term to expire December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Civil Service Solicitor

Motion: to reappoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Township Engineer

Motion: to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

6. Resolution No. 2167 - 2020 Appointments – Boards and Commissions

Motion: to adopt Resolution No. 2167 - 2020 appointing the following Boards and Commissions.

Voting order 1 2 3 4 5 6 7 8 9

7. Appointments

Civil Service Commission

Motion: to appoint/reappoint _____ to serve on the Civil Service Commission for a six-year term to expire December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Friends of the Grange – 1 Year Term

Motion: to reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

<u>Health Advisory Board – 5 Year Term</u>

Motion: to appoint/reappoint _____ to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

<u>Historical Commission - 4 Year term</u>

Motion: to appoint/reappoint _____ to serve on the Historical Commission for a four-year term to expire on December 31, 2023.

Motion: to appoint _____ to serve on the Historical Commission for a four-year term to expire on December 31, 2023.

Voting order 1 2 3 4 5 6 7 8 9

<u>Human Relations Commission – 3 Year Term</u>

Motion: to appoint/reappoint _____ to serve on the Human Relations Commission for a three-year term to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to serve on the Human Relations Commission for a three-year term to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

<u>Ice Skating Rink Advisory Board - 3 Year Term</u>

Motion: to appoint/reappoint _____ to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Library Board of Trustees – 3 Year Term

Motion: to appoint/reappoint _____ to serve on the Library Board of Trustees for a three-year term to expire on December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Parks and Recreation Board – 5 Year Term

Motion: to appoint/reappoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Planning Commission – 4 Year Term

Motion: to appoint _____ to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Voting order 1 2 3 4 5 6 7 8 9

Senior Citizens Advisory Council – 1 Year Term – Ward Commissioner Appointment

Ward 1 _____

Ward 2 _____

Ward 3 _____

Ward 4 _____

Ward 5 _____

Ward 6 _____

Ward 7 _____

Ward 8 _____

Ward 9 _____

Shade Tree Commission – 5 Year Term

Motion: to appoint _____ to serve on the Shade Tree Commission for a five-year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Vacancy Committee – 1 Year Term

Motion: to appoint _____ to serve on the Vacancy Committee for a one-year term to expire December 31, 2020.

Voting order 1 2 3 4 5 6 7 8 9

Zoning Hearing Board – 5 Year Term

Motion: to appoint/reappoint _____ to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

8. Adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

MINUTES

REORGANIZATION MEETING **JANUARY 6, 2020**
Board of Commissioners **MONDAY– 7:30 p.m.**
Township of Haverford **Commissioners Meeting Room**

1. **Opening of Meeting – David R. Burman, Township Manager, opened the meeting.**

    a. **Roll Call – All Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Holmes, Quinn, Hart and Wechsler**

    Also present were: David R. Burman, Township Manager, Ross Anderson, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee Cuthbertson, Assistant Township Manager, Chief John Viola, Joe Celia, Codes Enforcement Director and Dave Pennoni, Township Engineer

    b. **Pledge of Allegiance**

2. **Swearing in Ceremony**

1st Ward Commissioner-elect Steve D'Emilio sworn in by
The Honorable Robert R. Burke

3rd Ward Commissioner-elect Kevin McCloskey sworn in by
The Honorable Elisa C. Lacianca

5th Ward Commissioner-elect Andy Lewis sworn in by
The Honorable Elisa C. Lacianca

7th Ward Commissioner-elect Conor Quinn sworn in by
The Honorable Elisa C. Lacianca

9th Ward Commissioner-elect William Wechsler sworn in by
The Honorable Robert D'Agostino

3. Nominations – President of the Board of Commissioners

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to nominate Commissioner Wechsler to serve as President of the Board of Commissioners.

Motion to close made by Commissioner Holmes and seconded by Commissioner Lewis.

Roll Called.

All Commissioners voted for Commissioner Wechsler: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Holmes, Quinn, Hart and Wechsler.

4. Nominations – Vice President of the Board of Commissioners

Motion made by Commissioner McCloskey and seconded by Commissioner Lewis to nominate Commissioner Holmes to serve as Vice President of the Board of Commissioners.

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to nominate Commissioner Hart.

Motion to close made by Commissioner Lewis and seconded by Commissioner Oliva.

Roll Called.

7 Commissioners voted for Commissioner Holmes: Commissioners Oliva, McCloskey, Siegel, Lewis, Holmes, Hart and Wechsler.

2 Commissioners voted for Commissioner Hart: Commissioners D'Emilio and Quinn.

5. Appointments – Administrative

Township Solicitor

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to reappoint the law firm of McNichol, Byrne & Matlawski to serve as Township Solicitor for a one-year term to expire December 31, 2020.

Motion to close made by Commissioner Holmes and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Civil Service Solicitor

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to reappoint Kevin O'Neill, Esquire to serve as Civil Service Solicitor for a one-year term to expire December 31, 2020.

Motion to close made by Commissioner Lewis and seconded by Commissioner McCloskey.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Township Engineer

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

6. **Resolution No. 2167 - 2020** **Appointments – Boards and Commissions**

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt Resolution No. 2167 - 2020 appointing the following Boards and Commissions.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. **Appointments**

Civil Service Commission

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Bernie McCabe to serve on the Civil Service Commission for a six-year term to expire December 31, 2025.

Motion made by Commissioner McCloskey and seconded by Commissioner Siegel to appoint Leo Paul, Esquire.

Motion to close made by Commissioner Lewis and seconded by Commissioner D'Emilio.

Roll Called.

8 Commissioners voted for Bernie McCabe: Commissioners D'Emilio, Oliva, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

1 Commissioner voted for Leo Paul: Commissioner McCloskey.

Friends of the Grange – 1 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner D'Emilio to reappoint Chad Brooks to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Motion to close made by Commissioner McCloskey and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to appoint Anthony DeCurtis to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Motion to close made by Commissioner Lewis and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to reappoint Tim Woestman to serve on the Friends of the Grange for a one-year term to expire on December 31, 2020.

Motion to close made by Commissioner Lewis and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

<u>Health Advisory Board – 5 Year Term</u>

Motion made by Commissioner Quinn and seconded by Commissioner Lewis to reappoint Henry Eichman to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Motion to close made by Commissioner Oliva and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to appoint Dr. Aisha Hasan to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Motion to close made by Commissioner McCloskey and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to reappoint Eric Weest to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to appoint Sophia Cisler.

Motion to close made by Commissioner Siegel and seconded by Commissioner D'Emilio.

Roll Called.

5 Commissioners voted for Eric Weest: Commissioners D'Emilio, Oliva, Lewis, Quinn and Wechsler.

4 Commissioners voted for Sophia Cisler: Commissioners McCloskey, Siegel, Holmes and Hart.

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Danielle Karasko to serve on the Health Advisory Board for a five-year term to expire on December 31, 2024.

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to appoint Sophia Cisler.

Motion to close made by Commissioner D'Emilio and seconded by Commissioner Oliva.

Roll Called.

5 Commissioners voted for Danielle Karasko: Commissioners D'Emilio, Oliva, Lewis, Holmes, Quinn and Wechsler.

4 Commissioners voted for Sophia Cisler: Commissioners McCloskey, Siegel, Holmes and Hart.

<u>Historical Commission - 4 Year term</u>

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Keith Swift to serve on the Historical Commission for a four-year term to expire on December 31, 2023.

Motion to close made by Commissioner Oliva and seconded by Commissioner D'Emilio

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Quinn and seconded by Commissioner Lewis to appoint Bryan Ramona to serve on the Historical Commission for a four-year term to expire on December 31, 2023.

Motion to close made by Commissioner D'Emilio and seconded by Commissioner Siegel.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Human Relations Commission – 3 Year Term

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to reappoint Joanne Glusman to serve on the Human Relations Commission for a three-year term to expire December 31, 2022.

Motion to close made by Commissioner Siegel and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Laura Cavender to serve on the Human Relations Commission for a three-year term to expire December 31, 2022.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to appoint Lizanne Mikula.

Roll Called.

Motion to close made by Commissioner McCloskey and seconded by Commissioner Oliva.

5 Commissioners voted for Laura Cavender: Commissioners D'Emilio, Oliva, McCloskey, Lewis and Quinn.

4 Commissioners voted for Lizanne Mikula: Commissioners Siegel, Holmes, Hart and Wechsler.

Ice Skating Rink Advisory Board - 3 Year Term

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to reappoint Adam Terranova to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Motion to close made by Commissioner Siegel and seconded by Commissioner Oliva.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to reappoint Kate Stickel to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Motion to close made by Commissioner D'Emilio and seconded by Commissioner Lewis.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to reappoint Karen Samuelenas to serve on the Ice Skating Rink Advisory Board for a three-year term to expire on December 31, 2022.

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to appoint Rob Cohen.

Motion to close made by Commissioner Oliva and seconded by Commissioner D'Emilio.

Roll Called.

5 Commissioners voted for Rob Cohen: Commissioners Siegel, Lewis, Quinn, Hart and Wechsler.

4 Commissioners voted for Karen Samuelenas: Commissioners D'Emilio, Oliva, McCloskey and Holmes.

<u>Library Board of Trustees – 3 Year Term</u>

Motion made by Commissioner Quinn and seconded by Commissioner Siegel to reappoint Jim Brown to serve on the Library Board of Trustees for a three-year term to expire on December 31, 2022.

Motion to close made by Commissioner Oliva and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

<u>Parks and Recreation Board – 5 Year Term</u>

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to reappoint Steve Cull to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2024.

Motion to close made by Commissioner Oliva and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

<u>Planning Commission – 4 Year Term</u>

Motion made by Commissioner Lewis and seconded by Commissioner Holmes to appoint Maggie Dobbs to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Motion to close made by Commissioner Siegel and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Quinn and seconded by Commissioner D'Emilio to appoint Brant Bodner to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Motion made by Commissioner McCloskey and seconded by Commissioner Hart to reappoint Chris Gaumann.

Motion to TABLE made by Commissioner Siegel and seconded by Commissioner Holmes.

***Mr. Gaumann did not seek reappointment.**

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

<u>Senior Citizens Advisory Council – 1 Year Term – Ward Commissioner Appointment</u>

Ward 1	**Postponed**
Ward 2	**Jack Dougherty**
Ward 3	**Pat Hagan**
Ward 4	**Mark Cohen**
Ward 5	**Postponed**
Ward 6	**Joanne Gattone**
Ward 7	**Postponed**
Ward 8	**Postponed**
Ward 9	**Postponed**

Shade Tree Commission – 5 Year Term

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Andrew Mink to serve on the Shade Tree Commission for a five-year term to expire December 31, 2024.

Motion to close made by Commissioner Lewis and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Vacancy Committee – 1 Year Term

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to appoint Matthew Robertson to serve on the Vacancy Committee for a one-year term to expire December 31, 2020.

Motion to close made by Commissioner Lewis and seconded by Commissioner D'Emilio.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Zoning Hearing Board – 5 Year Term

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to appoint Gary Zlotnick to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2024.

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to reappointment Bob Kane.

Motion to close made by Commissioner Holmes and seconded by Commissioner Oliva.

Roll Called.

5 Commissioners voted for Bob Kane: Commissioners D'Emilio, Oliva, Lewis, Quinn and Wechsler.

4 Commissioners voted for Gary Zlotnick: Commissioners McCloskey, Siegel, Holmes and Hart.

Commissioner D'Emilio announced that he and Commissioner Oliva will host a resident meeting on Tuesday, January 14th, 7:00 p.m. at the Manoa Fire House regarding the billboard case.

Commissioner Lewis will be holding a public meeting this Thursday, January 9th at Haverford College regarding proposed billboards.

Commissioner Holmes suggested that the board initiate more advisory boards due to the vast majority of individuals that would like to serve.

Commissioner Holmes asked to have an Executive Session at the conclusion of this meeting.

Commissioner Wechsler announced that Tuesday, January 14th is the Annual Bureau of Fire Recognition Ceremony at the CREC. Everyone is invited to attend.

8. All Commissioners agreed to adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

EXECUTIVE SESSION: 6:30 p.m. – Real Estate Matter/Auction and Personnel Matter
AGENDA

REGULAR MEETING **January 13, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting**

   a. **Roll Call**
   b. **Pledge of Allegiance**

2. **Proclamation – Chief John Viola**

3. **Presentation – Historical Commission**

4. **Update: Nuisance Properties**

5. **Police Department – Crime Update**

6. **Township Auditor Update**

7. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

8. **Approval of Minutes** **Budget/Regular Meeting Minutes of December 9, 2019**

Motion: to approve the Budget/Regular Meeting Minutes of December 9, 2019.

Voting order 1 2 3 4 5 7 8 6 9

9. Approval of Warrants

Motion: to approve the following warrant #1-2020 totaling $4,274,773.17

General & Sewer fund Payroll for December 12, 2019 in the amount of $989,322.03
General & Sewer fund Payroll for December 26, 2019 in the amount of $664,887.57
General & Sewer fund Payroll for January 9, 2020 in the amount of $951,522.85
General Fund disbursements #1-2020 in the amount of $1,398,313.71
Sewer Fund disbursements #1-2020 in the amount of $46,346.09
Community Development Block Grant Fund disbursement #1-2020 in the amount of $95,115.67
Capital Projects Fund disbursement #1-2020 in the amount of $124,747.96
Credit Card Statement ending December 27, 2019 in the amount of $4,517.29

Voting order 1 2 3 4 5 7 8 6 9

10. Ordinance No. P29-2019 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P29-2019 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones:

1 space on the side of residential dwelling at 2500 E. County Line Road, at gate.

Voting order 1 2 3 4 5 7 8 6 9

11. Ordinance No. P1-2020 Chapter 30 – Pension & Employee Benefits (1st reading)

Motion: to adopt the first reading of Ordinance No. P1-2020 AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS" AND CHAPTER 4, "ADMINISTRATION OF GOVERNMENT".

Voting order 1 2 3 4 5 7 8 6 9

12. <u>Ordinance No. P3-2020</u> 2nd Lease Amendment with AT&T (1st reading)

Motion: to adopt the first reading of Ordinance No. P3-2020 approving 2nd amendment with AT&T Mobility Corporation, the Manager for New Cingular Wireless PCS, LLC pertaining cell tower lease agreement for property located at 9000 Parkview Drive, Haverford Township, PA.

Voting order 1 2 3 4 5 7 8 6 9

13. <u>Ordinance No. P4-2020</u> Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P4-2019 authorizing traffic restrictions on the following highways:

<u>RESCIND - 15 Minute - Parking Time Limited</u>:

Lawrence Road - from the western property line of 1401 Lawrence Road to the western boundary line of the common driveway leading to the rear of the homes on Lawrence Road

Voting order 1 2 3 4 5 7 8 6 9

14. <u>Ordinance No. P5-2020</u> Smoking in Parks (1st Reading)

Motion: to adopt the first reading of Ordinance No. P5-2020 approving an ORDINANCE PROHIBITING THE USE OF TOBACCO IN RECREATIONAL AREAS, PARKS AND PLAYGROUNDS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Voting order 1 2 3 4 5 7 8 6 9

15. Resolution No. 2168-2020 **Document Destruction**

Motion: to adopt Resolution No. 2168-2020 that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, in accordance with the Municipal Records Manual hereby authorizes the disposition of public records.

Voting order 1 2 3 4 5 7 8 6 9

16. Resolution No. 2169-2020 **Comprehensive Fee Schedule**

Motion: to adopt Resolution No. 2169-2020 approving Haverford Township's Comprehensive Fee Schedule.

Voting order 1 2 3 4 5 7 8 6 9

17. Contract Award - CREC

Motion: to award a two-year Full Maintenance Service Contract – 2/1/2020 – 1/31/2022 – to The Tustin Group, Inc, Norristown, PA in the amount of $11,600.00 annually, payable in quarterly installments of $2,900.00, for the inspection, maintenance and repair services of the HVAC system at 9000 Parkview Dr (CREC).

Voting Order 1 2 3 4 5 7 8 6 9

Motion: to award a two-year Full Maintenance Service Contract – 2/1/2020 – 1/31/2022 – to The Tustin Group, Inc, Norristown, PA in the amount of $3,733.00 annually, for maintenance and programming services of the BAS system at 9000 Parkview Dr (CREC).

Voting Order 1 2 3 4 5 7 8 6 9

18. <u>Continuation of 2020 Appointments</u>

<u>Planning Commission – 4 Year Term</u>

Motion to appoint _____ to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Voting order 1 2 3 4 5 7 8 6 9

<u>Senior Citizens Advisory Board</u>

Ward 1 _____

Ward 5 _____

Ward 7 _____

Ward 8 _____

Ward 9 _____

Environmental Advisory Commission

Ward 3 _____

Ward 9 _____

19. Continuation of Citizen's Forum for Non-Agenda Items

20. New business

21. Other business

22. Adjourn

EXECUTIVE SESSION: 6:30 p.m. – Real Estate Matter/Auction and Personnel Matter
MINUTES

REGULAR MEETING **January 13, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a real estate matter and after the Reorganization meeting to discuss real estate and personnel matters.**

   a. **Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: Aimee M. Cuthbertson, CPA, Acting Township Manager, Ross Anderson, CPA, Township Auditor, Adam Matlawski, Esquire, Township Solicitor, Chief John Viola, Deputy Chief Hagan, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director and Chuck Faulkner, Township Engineer.

   b. **Pledge of Allegiance**

2. **Proclamation – Chief John Viola received a Proclamation from all the Commissioners for completing 50 years of service as a Haverford Township Police Officer.**

The Board took a short recess.

3. **Presentation – Historical Commission**

Suzanna Barucco, from the Historical Commission, presented a three-year progress report. In 2016, the Commission worked on 7 projects, in 2017, 7 projects and 6 projects in 2018. Before and after slides were presented on various homes and buildings throughout the township.

In addition to working with individuals, the Commission also applies for grants, attends continuing education classes and provides community outreach.

4. **Update: Nuisance Properties**

Dan Siegel, Ordinance Chair, indicated that two potential ordinances were reviewed. The committee will begin drafting one that is relevant to state law and the township.

5. Police Department – Crime Update presented by Deputy Chief Hagan. The police are very close in resolving the robbery at the nail salon and also, he was happy to report that there were no car break-ins. Residents are learning to lock their cars.

6.Township Auditor Update

Ross Anderson reviewed the expenditures and warrants and found no irregularities.

7. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

There were no registered speakers this month.

Agenda Items:

Suzanna Barucco indicated that the $14,000 grant agreement needs to be signed and submitted to receive the grant money.

She announced that the Eagle Road restoration projects are all good. However, the Brick and Brew have begun outside work without a permit.

8. Approval of Minutes Budget/Regular Meeting Minutes of December 9, 2019

Motion made by Commissioner D'Emilio and seconded by Commissioner Siegel to approve the Budget/Regular Meeting Minutes of December 9, 2019.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to approve the following warrant #1-2020 totaling $4,274,773.17

General & Sewer fund Payroll for December 12, 2019 in the amount of $989,322.03
General & Sewer fund Payroll for December 26, 2019 in the amount of $664,887.57
General & Sewer fund Payroll for January 9, 2020 in the amount of $951,522.85
General Fund disbursements #1-2020 in the amount of $1,398,313.71
Sewer Fund disbursements #1-2020 in the amount of $46,346.09
Community Development Block Grant Fund disbursement #1-2020 in the amount of $95,115.67
Capital Projects Fund disbursement #1-2020 in the amount of $124,747.96
Credit Card Statement ending December 27, 2019 in the amount of $4,517.29

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Ordinance No. P29-2019 Traffic (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P29-2019 authorizing traffic restrictions on the following highways:

RESCIND - Special Purpose Parking Zones:

1 space on the side of residential dwelling at 2500 E. County Line Road, at gate.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Ordinance No. P1-2020 Chapter 30 – Pension & Employee Benefits (1st reading)

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt the first reading of Ordinance No. P1-2020 AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS" AND CHAPTER 4, "ADMINISTRATION OF GOVERNMENT".

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. <u>Ordinance No. P3-2020</u> 2nd Lease Amendment with AT&T (1st reading)

Motion made by Commissioner Siegel and seconded by Commissioner Lewis to adopt the first reading of Ordinance No. P3-2020 approving 2nd amendment with AT&T Mobility Corporation, the Manager for New Cingular Wireless PCS, LLC pertaining cell tower lease agreement for property located at 9000 Parkview Drive, Haverford Township, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. <u>Ordinance No. P4-2020</u> Traffic (1st Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P4-2019 authorizing traffic restrictions on the following highways:

<u>RESCIND - 15 Minute - Parking Time Limited</u>:

Lawrence Road - from the western property line of 1401 Lawrence Road to the western boundary line of the common driveway leading to the rear of the homes on Lawrence Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. <u>Ordinance No. P5-2020</u> Smoking in Parks (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P5-2020 approving an ORDINANCE PROHIBITING THE USE OF TOBACCO IN RECREATIONAL AREAS, PARKS AND PLAYGROUNDS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Lengthy discussion began.

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to TABLE.

Roll Called to TABLE.

5 Commissioners voted No to TABLE – Commissioners Oliva, McCloskey, Siegel, Quinn and Wechsler.

4 Commissioners voted Yes to TABLE – Commissioners D'Emilio, Lewis, Hart and Holmes.

Commissioner Holmes asked Commissioner Oliva to amend section 2a. Commissioner Oliva was not in favor.

Solicitor Matlawski advised to vote on the original motion.

Roll Called.

5 Commissioners voted Yes to prohibit smoking: Commissioners Oliva, McCloskey, Siegel, Lewis and Quinn.

4 Commissioners voted No: Commissioners D'Emilio, Hart, Holmes and Wechsler.

15. <u>Resolution No. 2168-2020</u> Document Destruction

Motion made by Commissioner Lewis and seconded by Commissioner Hart to adopt Resolution No. 2168-2020 that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, in accordance with the Municipal Records Manual hereby authorizes the disposition of public records.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. <u>Resolution No. 2169-2020</u> Comprehensive Fee Schedule

Motion made by Commissioner D'Emilio and seconded by Commissioner Holmes to adopt Resolution No. 2169-2020 approving Haverford Township's Comprehensive Fee Schedule.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. Contract Award - CREC

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award a two-year Full Maintenance Service Contract – 2/1/2020 – 1/31/2022 – to The Tustin Group, Inc, Norristown, PA in the amount of $11,600.00 annually, payable in quarterly installments of $2,900.00, for the inspection, maintenance and repair services of the HVAC system at 9000 Parkview Dr (CREC).

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner McCloskey and seconded by Commissioner Lewis to award a two-year Full Maintenance Service Contract – 2/1/2020 – 1/31/2022 – to The Tustin Group, Inc, Norristown, PA in the amount of $3,733.00 annually, for maintenance and programming services of the BAS system at 9000 Parkview Dr (CREC).

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. Continuation of 2020 Appointments

Planning Commission – 4 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to appoint Brant Bodner to serve on the Planning Commission for a four-year term to expire on December 31, 2023.

Motion made by Commissioner Hart and seconded by Commissioner Holmes to appoint Jack Garrett.

Motion to close made by Commissioner Holmes and seconded by Commissioner D'Emilio.

Roll Called.

5 Commissioners voted for Jack Garrett: Commissioners McCloskey, Siegel, Hart, Holmes and Wechsler.

4 Commissioners voted for Brant Bodner: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Senior Citizens Advisory Board

Ward 1	**Carol Finocchiaro**
Ward 5	**Deferred**
Ward 7	**Deferred**
Ward 8	**Ronald Pelchat**
Ward 9	**Deferred**

Environmental Advisory Commission

Ward 3	**Jonathan Kiel**
Ward 9	**Hank Schwab**

19. Continuation of Citizen's Forum for Non-Agenda Items

Victor Barsky thanked the Board for changing the HVAC supplier at the CREC.

20. New business

Commissioner Siegel announced that the former Parks & Recreation Department located at 599 Glendale Road will be sold at auction on Thursday, February 27th, 2 p.m., in this building.

Preview days at the site will be held February 25th – noon to 1:30 p.m. and February 27th – 12:30 to 1:30 p.m.

Proceeds will go towards furthering the completion of the Darby Creek Trail and/or improvements at Merry Place.

Commissioner Holmes announced that at the February 3rd Work Session, Bond Counsel and our financial advisor will be present to explain the cost of refunding the township's 2014 Bond. Proceeds will be around one million dollars.

Commissioner Wechsler announced that he received a letter from State Rep Zabel indicating that on Thursday, February 6th his office will be working with Rick Vilello, Deputy Secretary for Community Affairs at DCED, to hold a roundtable discussion for local government officials. The meeting will be held at 10:00 a.m. at the Brookhaven Borough Building, 2 Cambridge Road, Brookhaven PA. The meeting is open to all elected and appointed local government officials in the 163rd district. He is responsible for approving the many grant, loan and technical assistance programs available to us.

21. <u>Other business</u>

<u>Steve D'Emilio – 1st Ward Commissioner</u>

Commissioner D'Emilio offered his congratulations to Chief John Viola.

During the March Work Session, the EAC will be making recommendations on the banning of Plastic Bags.

Commissioner D'Emilio was on the trail over the weekend. The trail is fabulous and enhances the community.

Commissioner D'Emilio welcomed Commissioner Conor Quinn.

Mario Oliva – 2nd Ward Commissioner

Commissioner Oliva announced that he and Commissioner D'Emilio will hold a Billboard Meeting tomorrow night at the Manoa Fire House, 7:00 p.m. The Solicitor will also be attending. He asked that residents go to his Facebook page, Mario Oliva Commissioner and sign the petition against billboards in the township.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey thanked Suzanna Barucco and the Historical Commission for all the work and time they put into the Commission.

On January 25th, the Merwood Park Civic Association will hold their Annual Progressive Dinner. Come out and meet your neighbors.

Dan Siegel Esquire – 4th Ward Commissioner

Commissioner Siegel commended Chief Viola and thanked him for his leadership. It was Chief Viola's phone call to Commissioner Siegel, when he was first elected Commissioner, that evolved in the new township/police department building.

With regards to the tobacco issue, Commissioner Siegel quoted Maxine Waters from years ago, "it is our responsibility as elected officials offer good public policy in the best interest of all people."

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes also congratulated Chief Viola and has enjoyed working with him.

Commissioner Holmes' next constituent meeting will be held at the Chestnutwold School, on January 30th, 7 p.m. Chief Viola, Deputy Chief Hagan and Dave Burman, Township Manager, will be present.

Commissioner Holmes thanked the Historical Commission for their presentation and thanked all the volunteers that serve on the township's various boards and commissions.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis announced that we had a public meeting last Thursday at Haverford College pertaining to proposed billboards. Over 200 people were in attendance. He also asked residents to sign the petition abolishing billboards. There are over 1,600 signatures to date.

The actual 3-day court case begins January 21st in Media.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked everyone in the 7th Ward for their support.

He also thanked Chief Viola for his years of service.

Gerry Hart, M.D. – 8TH Ward Commissioner

Commissioner Hart thanked Chief Viola.

Commissioner Hart thanked everyone that came out for the Home Trail this past weekend which is the newer trail beginning on Darby Road and will meet up in Radnor Township.

The 8th Annual Philly Western Suburbs Trail Summit will be held on February 1st, 8:30 a.m. to 11:30 a.m. at the CREC.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also thanked Chief Viola for his years of service not only as a police officer but a volunteer firefighter over 50 years too.

Commissioner Wechsler announced that his constituent meeting together with the Hilltop Civic Association will be held on January 23.

Tomorrow evening all are invited to attend the annual Recognition of Firefighters Ceremony at the CREC, 7 p.m.

22. All Commissioners agreed to adjourn.

5:45 P.M. – COMMISSIONERS' PHOTOS

PUBLIC HEARING – ZONING – 6:30 P.M.

INTER-MUNICIPAL LIQUOR LICENSE TRANSFER

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, February 3, 2020

7:00 P.M.

Pension Investment Managers 2019 Performance Update:

Mike Glackin, CBIZ/InR Advisory Services, LLC

Bikram Chadha – PFM Asset Management, LLC

Dave Pennoni - Brookline School/Library Cost Analysis

Presentation - Refunding of 2014 GO Bond:

Jamie Scheslinger, PFM Financial Advisors, LLC and Bond Counsel, Bill Richter, Reed, Smith LLP

Commissioners Committee Updates: Blight Properties

Police Department - Crime Update

NEXT WEEK:

Senator Daylin Leach – Update from Harrisburg

Ordinance No. P1-2020	**Chapter 30 – Pension & Employee Benefits (2nd Reading)**
Ordinance No. P3-2020	**2nd Lease Amendment with AT&T (2nd Reading)**
Ordinance No. P4-2020	**Traffic (2nd Reading)**
Ordinance No. P5-2020	**Smoking in Parks Prohibited (2nd Reading)**
Ordinance No. P6-2020	**Refunding of 2014 GO Bond (1st Reading)**
Ordinance No. P7-2020	**Traffic (1st Reading)**
Ordinance No. P8-2020	**Skatium Café Lease Renewal (1st Reading)**
Ordinance No. P9-2020	**Blight Properties (1st Reading)**
Resolution No. 2170 – 2020	**Professional Fees Schedule**
Resolution No. 2171 – 2020	**Liquor License Transfer**
Resolution No. 2172 – 2020	**County Aid Application**
Resolution No. 2173 – 2020	**Closing of Karakung Drive for Recreational Use**

Purchases – All Purchases were approved in the 2020 Budget Adoption

Codes Department

2-2020 Ford Fusion Hybrids in the amount of $50,800.00.

Public Works Department

1-2020 239 DHF Skid Loader with attachments in the amount of $75,800.00

1-2020 Ford Super Duty F-350 SRW (F3B) XL 4 WD Reg Cab 8' with 8'5' Western Pro Plus Snowplow with Rubber Deflector in the amount of $35,781.00

1-2020 Ford Super Duty F-550 SRW (F3B) XL 4 WD Reg Cab up fitted with 9' stainless steel dump body with cinder spreader with 9' Western Pro Plus Snowplow with Rubber Deflector in the amount of $73,250.00

1-2020 ALC 25-yard Tow Behind Leaf Vacuum Collector in the amount of $72,985.00

1-2021 International HV607 Cab and Chassis for Sanitation Truck in the amount of $99,095.60

1-2021 20-yard Rear Loader Sanitation Body in the amount of $84,452.25

2 20-yard Dumpsters and 1 40-yard Dumpster in the amount of $14,990.00

Appointments

Senior Citizens Advisory Board

Ward 5 _____

Ward 7 _____

Ward 9 _____

Adjourn

EXECUTIVE SESSION: 6:30 p.m. – Real-estate Matters

MINUTES

REGULAR MEETING — **February 10, 2020**
Board of Commissioners — **Monday, 7:00 p.m.**
Commissioners Meeting Room — **Township of Haverford**

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss real estate matters**

   a. **Roll Call – 8 Commissioners were present at roll call: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Commissioner D'Emilio arrived late.

   Also present were: David R. Burman, Township Manager, Kelly Hayes, Esquire, Township Solicitor, Aimee Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Dan Mariani, Public Works Director, Brian Barrett, Parks & Recreation Director, James McCans, Paramedic Director, Joseph Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer.

   b. **Pledge of Allegiance**

2. **State Senator Daylin Leach – Update from Harrisburg**

Senator Leach presented Chief John Viola a State Citation for his 50 years of community service.

Senator Leach provided highlights: with the help of the Board, Senator Leach was able to obtain a $2.849 million state grant for the traffic mitigation project at West Chester Pike and Lawrence Road.

The budget process has begun in Harrisburg and will need to be finalized by June 30, 2020. A Bill passed in the senate to provide more funding for the Hazardous Waste Recycling Program; hopefully it will pass the House.

Senator Leach worked with Narberth Borough to adopt a Plastic Bag and Straw Ban.

3. **Township Auditor Update – Ross Anderson, Township Auditor was not present tonight but did review the expenditures and warrants and found no irregularities.**

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Michelle Alvare – 134 Hastings Avenue

Ms. Alvare is Vice Chair of the Parks & Recreation Board and wanted to clarify why the board voted no to the Smoking Prohibited in Parks and were in a favor a doing a Resolution which would have read: No smoking around any active activities in parks where children are present.

Lynn Ann St. Denis – 112 Allgates Drive

Ms. St. Denis voted for the Ordinance. She is also a member on the Parks & Recreation Board. Smoking is a public nuisance and there needs to be laws with enforcements.

Felicia Hurewitz – 345 Harvard Road

Ms. Hurewitz is in favor to abolish smoking in parks. Her two sons have cystic fibrosis. The butts are toxic and cause litter. Let's clean the air in Haverford Township.

END OF REGISTERED SPEAKERS

Agenda Items Only

Tony Morinelli – resident

Many residents are opposed to closing Karakung Drive. Mr. Morinelli provided the history of Karakung Drive from way back.

There are no overall plans for Karakung Drive.

Kevin Madden – 25 Marple Road

Mr. Madden is a Haverford Township resident and a County Council member.

Regarding Smoking - Mr. Madden stated that this is why we have government. Smoking in parks is a safety issue. Parks should not have our lungs at risk (second hand smoke).

The state will pay for the signage.

5. <u>David R. Burman</u> – Township Manager Update

Mr. Burman spoke on improved communication. We are working on more timely and current information for you. The township will provide three newsletters throughout the year; in addition, an electronic version, by Ward Commissioner. The new website is currently a work in progress.

***Commissioner D'Emilio asked if Ordinance P9 could be moved after the approval of minutes. Commissioner Hart seconded. All Commissioners were in favor.**

6. <u>Approval of Minutes</u> Reorganization Meeting of January 6, 2020
Regular Meeting Minutes of January 13, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the Reorganization Meeting Minutes of January 6, 2020 and the Regular Meeting Minutes of January 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. <u>Ordinance No. P9-2020</u> Blight Properties (1st Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P9-2020 TO PROVIDE FOR A NEW CHAPTER 184, TO BE KNOWN AS "NEIGHBORHOOD BLIGHT RECLAMATION AND REVITALIZATION," PROVIDING FOR CERTAIN PROTECTIONS AND SAFEGUARDS IN ORDER TO ADDRESS DETERIORATED PROPERTIES, PUBLIC NUISANCES AND PROPERTIES IN SERIOUS VIOLATION OF STATE LAW AND/OR MUNICIPAL CODES, AND IN RESPECT THERETO, PROVIDING PROVISIONS FOR DEFINITIONS, ACTIONS, ASSET ATTACHMENT, DUTIES OF OUT-OF-STATE OWNERS OF PROPERTY, DUTIES OF ASSOCIATION AND TRUST OWNERS, MUNICIPAL PERMIT DENIALS, CONFLICT WITH OTHER LAWS, RELIEF FOR INHERITED PROPERTY, STATUTORY CONSTRUCTION, IMPLEMENTATION, REPEALER, SEVERABILITY AND IMMEDIATE EFFECTIVENESS

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. <u>Approval of Warrants</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #2-2020 totaling $3,753,176.77

General & Sewer fund Payroll for January 23, 2020 in the amount of $679,563.61
General & Sewer fund Payroll for February 6, 2020 in the amount of $647,108.01
General Fund disbursements #2-2020 in the amount of $1,528,460.84
Sewer Fund disbursements #2-2020 in the amount of $128,477.11
Community Development Block Grant Fund disbursement #2-2020 in the amount of $100,655.42
Capital Projects Fund disbursement #2-2020 in the amount of $663,617.16
Credit Card Statement ending January 27, 2020 in the amount of $5,294.62

Roll Called.

8 Commissioners Voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio was absent from the room.

***Commissioner Holmes asked the board if Ordinance No. P5 could also be moved up. Commissioner Siegel seconded. All Commissioners said yes.**

11. <u>Ordinance No. P5-2020</u> Smoking in Parks (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P5-2020 approving an ORDINANCE PROHIBITING THE USE OF TOBACCO IN RECREATIONAL AREAS, PARKS AND PLAYGROUNDS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Commissioner Holmes asked Commissioner McCloskey if he would accept any amendments from the original ordinance and consider using the same criteria we used for dogs in parks. Commissioner McCloskey said no.

Commissioner Holmes asked that the penalty be changed from $1,000.00 and not to exceed $100.00 and delete in the county prison up to 90 days (Section 3). Commissioners McCloskey and Quinn agreed to this change.

Commissioner Lewis made a motion to TABLE which was seconded by Commissioner Holmes.

Roll Called.

Commissioners Oliva, McCloskey, Siegel, Quinn and Wechsler voted No to TABLE.

Commissioners D'Emilio, Lewis, Hart and Holmes voted Yes to TABLE.

Commissioner Holmes asked Commissioner McCloskey if he would consider language to Lower Merion's ordinance. He replied, no.

Final Vote –

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Quinn and Wechsler voted Yes.

Commissioners Lewis, Hart and Holmes voted No.

8. Ordinance No. P1-2020 **Chapter 30 – Pension & Employee Benefits (2nd reading)**

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to adopt the second reading of Ordinance No. P1-2020 AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS" AND CHAPTER 4, "ADMINISTRATION OF GOVERNMENT".

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Ordinance No. P3-2020 **2nd Lease Amendment with AT&T (2nd reading)**

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P3-2020 approving 2nd amendment with AT&T Mobility Corporation, the Manager for New Cingular Wireless PCS, LLC pertaining cell tower lease agreement for property located at 9000 Parkview Drive, Haverford Township, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Ordinance No. P4-2020 Traffic (2nd Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P4-2019 authorizing traffic restrictions on the following highways:

RESCIND - 15 Minute - Parking Time Limited:

Lawrence Road - from the western property line of 1401 Lawrence Road to the western boundary line of the common driveway leading to the rear of the homes on Lawrence Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Ordinance No. P6-2020 Refunding of 2014 GO Bond (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P6-2020 AUTHORIZING THE INCURRENCE OF NON-ELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000.

Roll Called.
All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. <u>Ordinance No. P7-2020</u> Traffic (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P7-2020 authorizing traffic restrictions on the following highways:

Special Purposes Parking Zones:

<u>RESCIND</u>

In front of 652 Dayton Road

In front of 615 Furlong Avenue

<u>ESTABLISH</u>

On Brookview Lane at the front entrance of 562 Strathmore Road

On Malvern Road across from 643 Malvern Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. <u>Ordinance No. P8-2020</u> Skatium Café Lease Renewal (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Siegel to adopt the first reading of Ordinance No. P8-2020 that the township authorizes a two-year renewal lease agreement with Shef & Sons, LLC dba Hav-A-Burger, Essington, PA for a certain portion of township grounds located at 1018 Darby Road (the Skatium).

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. <u>Resolution No. 2170-2020</u> Professional Fee Schedule

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2170-2020 approving the 2020 Professional Consultants Fee Schedule.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. <u>Resolution No. 2171 – 2020</u> Liquor License Transfer

Motion made by Commissioner Siegel and seconded by Commissioner Hart to adopt Resolution No. 2171-2020 for the proposed transfer of Pennsylvania restaurant liquor license no. R-18498 from 7049 Joa, Inc., formerly located at 7049-51 Terminal Sq, Upper Darby Township, Delaware County, Upper Darby, Pennsylvania 19082 to Acme Markets, Inc. to its restaurant facility to be located at 601 West Lancaster Avenue, Haverford Township, Delaware County, Bryn Mawr, Pennsylvania 19010 with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. <u>Resolution No. 2172 – 2020</u> County Aid Application

Motion made by Commissioner Siegel and seconded by Commissioner McCloskey to adopt Resolution No. 2172-2020 authorizing application to be filed for County Aid in the amount of $66,960.00 for Haverford Township 2020 Road Program.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Resolution No. 2173 – 2020 Closing of Karakung Drive for Recreational Use

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt Resolution No. 2173-2020 commencing Sunday - and only on Sunday – April 19, 2020 from - 7 am to Dusk and ending Sunday – November 8, 2020 and on Saturday, July 4, 2020 and Thursday, November 26,2020, 7 am to Dusk.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

20. Purchases (below purchases were approved in the 2020 Budget)

Codes Department

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the purchase of two (2) – 2020 Ford Fusion Hybrids, from Hondru Ford, 300 South Main Street, Manheim, PA, under PA COSTARS contract #26, for a total price of $50,800.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Public Works Department

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the purchase of one (1) Caterpillar Model: 2020 239DHF Skid Loader, with attachments, from Foley Caterpillar, 2975 Galloway Road, Bensalem, PA, under PA CoStars Contract #25, in the amount of $75,800.00; and

Award the purchase of one (1) 2020 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' with 8.5' Western Pro Plus Snowplow with Rubber Deflector, from Hondru Ford, 300 S. Main Street, Manheim, PA, under PA CoStars Contract #25, in the amount of $35,781.00; and

Award the purchase of one (1) 2020 Ford Duty F-550 SRW (F3B) XL 4WD Reg Cab up fitted with 9' stainless steel dump body with cinder spreader with 9' Western Pro Plus Snowplow with Rubber Deflector, from Hondru Ford 300 S. Main Street, Manheim, PA, under PA CoStars #25, in the amount of $73,250.00; and

Award the purchase of one (1) 2020 ALC 25-yard Tow Begin Leaf Vacuum Collector, from H.A. DeHart & Son, 11 Crown Point Road, Thorofare, NJ, under PA CoStars Contract #25, in the amount of $72,985.00; and

Award the purchase of one (1) 2021 International HV 607 Cab and Chassis for Sanitation Truck, from G.L. Sayre Inc., 120 Industrial Way, Conshohocken, PA 19428, under PA CoStars Contract #25-017, in the amount of $99,095.00; and

Award the purchase of one (1) 2021 20-yard Rear Loader Sanitation Body, from Grand Turk Equipment Company, 1 Schuylkill Parkway, Bridgeport, PA 19405, in the amount of $84,452.25; and

Award the purchase of one (1) 20-yard Dumpster and one (1) 40-yard Dumpster from Stoltzfus Enterprises Fabrication, 34 Lauver Circle, Reservoir Road, Honey Brook, PA, in the amount of $10,530.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

<u>*Police Department</u>

Motion made by Commissioner D'Emilio and seconded by Commissioner Holmes to award the purchase of five (5) Chevrolet Tahoe police vehicles from Whitmoyer Auto Group, 1001 E. Main Street, Mount Joy, PA, under CoStars Contract 13-111 for a total price of $189,000.00

***The Police Department purchase was amended. They would like to purchase four (4) Chevrolet Tahoe police vehicles and not five for a total price of $151,200.00.**

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

21. Appointments

Senior Citizens Advisory Board

Ward 5 Deferred

Ward 7 Rosemary Downs

Ward 9 Deferred

22. Continuation of Citizen's Forum for Non-Agenda Items

Burke Fitzpatrick – representative from Well Advised RX Company

Mr. Fitzpatrick highlighted what his company does: help reduce prescription plan costs by eliminating hidden fees.

It is suggested that Mr. Fitzpatrick make an appointment with the Township Manager and Human Resources.

23. New business

None.

24. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked the board for the opportunity to honor Mr. Blasé tonight. Mr. Blasé's viewing was this evening. Mr. Blasé always worked on making the neighborhood better.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva had nothing to report but did extend birthday wishes to Commissioner D'Emilio.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Nothing to report.

Dan Siegel, Esquire – 4th Ward Commissioner

Nothing to report.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes thanked Township Manager, Dave Burman, Chief Viola and Deputy Chief Joe Hagan for attending his recent constituent meeting. Traffic and traffic control was discussed.

Commissioner Holmes mentioned the green lights throughout the township supporting families with significant health issues. This represents true Haverford solidarity.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis announced that the Ardmore Road bridge project is tracking nicely and will re-open in June.

Commissioner Lewis spoke about the billboard issue and provided history to date:

The Zoning Hearing Board denied Bartkowski Investments their application.

Bartkowski Investments appealed to the Court of Common Pleas who indicated that the proposed locations were unsafe and to find safer locations.

The case has been continued to February 20th, 24th and 25th.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also announced Haverford's support of green lights.

Gerry Hart, MD – 8TH Ward Commissioner

Commissioner Hart announced that the Historical Society and the Delaware County Master Gardeners will have a planting in front of Nitre Hall in the spring.

The Darby Creek Valley Association is working on the invasive plants along the creek.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also announced that this is the best town in the area to live in.

25. All Commissioners agreed to adjourn.

EXECUTIVE SESSION: 6:30 p.m. – Realestate Matters

***REVISED - AGENDA**

REGULAR MEETING — **February 10, 2020**
Board of Commissioners — **Monday, 7:00 p.m.**
Commissioners Meeting Room — **Township of Haverford**

1. **Opening of Meeting**

   a. **Roll Call**
   b. **Pledge of Allegiance**

2. **State Senator Daylin Leach – Update from Harrisburg**

3. **Township Auditor Update**

4. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

5. **David R. Burman – Township Manager Update**

6. **Approval of Minutes** — **Reorganization Meeting of January 6, 2020**
   Regular Meeting Minutes of January 13, 2020

Motion: to adopt the Reorganization Meeting Minutes of January 6, 2020 and the Regular Meeting Minutes of January 13, 2020.

Voting order 1 2 3 4 5 7 8 6 9

7. **Approval of Warrants**

Motion: to approve the following warrant #2-2020 totaling $3,753,176.77

General & Sewer fund Payroll for January 23, 2020 in the amount of $679,563.61

General & Sewer fund Payroll for February 6, 2020 in the amount of $647,108.01
General Fund disbursements #2-2020 in the amount of $1,528,460.84
Sewer Fund disbursements #2-2020 in the amount of $128,477.11
Community Development Block Grant Fund disbursement #2-2020 in the amount of $100,655.42
Capital Projects Fund disbursement #2-2020 in the amount of $663,617.16
Credit Card Statement ending January 27, 2020 in the amount of $5,294.62

Voting order 1 2 3 4 5 7 8 6 9

8. Ordinance No. P1-2020 Chapter 30 – Pension & Employee Benefits (2nd reading)

Motion: to adopt the second reading of Ordinance No. P1-2020 AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS" AND CHAPTER 4, "ADMINISTRATION OF GOVERNMENT".

Voting order 1 2 3 4 5 7 8 6 9

9. Ordinance No. P3-2020 2nd Lease Amendment with AT&T (2nd reading)

Motion: to adopt the second reading of Ordinance No. P3-2020 approving 2nd amendment with AT&T Mobility Corporation, the Manager for New Cingular Wireless PCS, LLC pertaining cell tower lease agreement for property located at 9000 Parkview Drive, Haverford Township, PA.

Voting order 1 2 3 4 5 7 8 6 9

10. Ordinance No. P4-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P4-2019 authorizing traffic restrictions on the following highways:

RESCIND - 15 Minute - Parking Time Limited:

Lawrence Road - from the western property line of 1401 Lawrence Road to the western boundary line of the common driveway leading to the rear of the homes on Lawrence Road

Voting order 1 2 3 4 5 7 8 6 9

11. <u>Ordinance No. P5-2020</u> Smoking in Parks (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P5-2020 approving an ORDINANCE PROHIBITING THE USE OF TOBACCO IN RECREATIONAL AREAS, PARKS AND PLAYGROUNDS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Voting order 1 2 3 4 5 7 8 6 9

12. <u>Ordinance No. P6-2020</u> Refunding of 2014 GO Bond (1st Reading)

Motion: to adopt the first reading of Ordinance No. P6-2020 AUTHORIZING THE INCURRENCE OF NON-ELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000.

Voting order 1 2 3 4 5 7 8 6 9

13. <u>Ordinance No. P7-2020</u> Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P7-2020 authorizing traffic restrictions on the following highways:

Special Purposes Parking Zones:

<u>RESCIND</u>

In front of 652 Dayton Road

In front of 615 Furlong Avenue

<u>ESTABLISH</u>

On Brookview Lane at the front entrance of 562 Strathmore Road

On Malvern Road across from 643 Malvern Road

Voting order 1 2 3 4 5 7 8 6 9

14. <u>Ordinance No. P8-2020</u> Skatium Café Lease Renewal (1st Reading)

Motion: to adopt the first reading of Ordinance No. P8-2020 that the township authorizes a two-year renewal lease agreement with Shef & Sons, LLC dba Hav-A-Burger, Essington, PA for a certain portion of township grounds located at 1018 Darby Road (the Skatium).

Voting order 1 2 3 4 5 7 8 6 9

15. <u>Ordinance No. P9-2020</u> Blight Properties (1st Reading)

Motion: to adopt the first reading of Ordinance No. P9-2020 TO PROVIDE FOR A NEW CHAPTER 184, TO BE KNOWN AS "NEIGHBORHOOD BLIGHT RECLAMATION AND REVITALIZATION," PROVIDING FOR CERTAIN PROTECTIONS AND SAFEGUARDS IN ORDER TO ADDRESS DETERIORATED PROPERTIES, PUBLIC NUISANCES AND PROPERTIES IN SERIOUS VIOLATION OF STATE LAW AND/OR MUNICIPAL CODES, AND IN RESPECT THERETO, PROVIDING PROVISIONS FOR DEFINITIONS, ACTIONS, ASSET ATTACHMENT, DUTIES OF OUT-OF-STATE OWNERS OF PROPERTY, DUTIES OF ASSOCIATION AND TRUST OWNERS, MUNICIPAL PERMIT DENIALS, CONFLICT WITH OTHER LAWS, RELIEF FOR INHERITED PROPERTY, STATUTORY CONSTRUCTION, IMPLEMENTATION, REPEALER, SEVERABILITY AND IMMEDIATE EFFECTIVENESS

Voting order 1 2 3 4 5 7 8 6 9

16. <u>Resolution No. 2170-2020</u> Professional Fee Schedule

Motion: to adopt Resolution No. 2170-2020 approving the 2020 Professional Consultants Fee Schedule.

Voting order 1 2 3 4 5 7 8 6 9

17. Resolution No. 2171 – 2020 Liquor License Transfer

Motion: to adopt Resolution No. 2171-2020 for the proposed transfer of Pennsylvania restaurant liquor license no. R-18498 from 7049 Joa, Inc., formerly located at 7049-51 Terminal Sq, Upper Darby Township, Delaware County, Upper Darby, Pennsylvania 19082 to Acme Markets, Inc. to its restaurant facility to be located at 601 West Lancaster Avenue, Haverford Township, Delaware County, Bryn Mawr, Pennsylvania 19010 with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board.

Voting order 1 2 3 4 5 7 8 6 9

18. Resolution No. 2172 – 2020 County Aid Application

Motion: to adopt Resolution No. 2172-2020 authorizing application to be filed for County Aid in the amount of $66,960.00 for Haverford Township 2020 Road Program.

Voting order 1 2 3 4 5 7 8 6 9

19. Resolution No. 2173 – 2020 Closing of Karakung Drive for Recreational Use

Motion: to adopt Resolution No. 2173-2020 commencing Sunday - and only on Sunday – April 26, 2020 from - 7 am to Dusk and ending Sunday – November 1, 2020 and on Saturday, July 4, 2020 and Thursday, November 26,2020, 7 am to Dusk.

Voting order 1 2 3 4 5 7 8 6 9

20. Purchases (below purchases were approved in the 2020 Budget)

Codes Department

Motion: to award the purchase of two (2) – 2020 Ford Fusion Hybrids, from Hondru Ford, 300 South Main Street, Manheim, PA, under PA COSTARS contract #26, for a total price of $50,800.00.

Voting order 1 2 3 4 5 7 8 6 9

Public Works Department

Motion: to award the purchase of one (1) Caterpillar Model: 2020 239DHF Skid Loader, with attachments, from Foley Caterpillar, 2975 Galloway Road, Bensalem, PA, under PA CoStars Contract #25, in the amount of $75,800.00; and

Award the purchase of one (1) 2020 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' with 8.5' Western Pro Plus Snowplow with Rubber Deflector, from Hondru Ford, 300 S. Main Street, Manheim, PA, under PA CoStars Contract #25, in the amount of $35,781.00; and

Award the purchase of one (1) 2020 Ford Duty F-550 SRW (F3B) XL 4WD Reg Cab up fitted with 9' stainless steel dump body with cinder spreader with 9' Western Pro Plus Snowplow with Rubber Deflector, from Hondru Ford 300 S. Main Street, Manheim, PA, under PA CoStars #25, in the amount of $73,250.00; and

Award the purchase of one (1) 2020 ALC 25-yard Tow Begin Leaf Vacuum Collector, from H.A. DeHart & Son, 11 Crown Point Road, Thorofare, NJ, under PA CoStars Contract #25, in the amount of $72,985.00; and

Award the purchase of one (1) 2021 International HV 607 Cab and Chassis for Sanitation Truck, from G.L. Sayre Inc., 120 Industrial Way, Conshohocken, PA 19428, under PA CoStars Contract #25-017, in the amount of $99,095.00; and

Award the purchase of one (1) 2021 20-yard Rear Loader Sanitation Body, from Grand Turk Equipment Company, 1 Schuylkill Parkway, Bridgeport, PA 19405, in the amount of $84,452.25; and

Award the purchase of one (1) 20-yard Dumpster and one (1) 40-yard Dumpster from Stoltzfus Enterprises Fabrication, 34 Lauver Circle, Reservoir Road, Honey Brook, PA, in the amount of $10,530.00.

Voting order 1 2 3 4 5 7 8 6 9

***Police Department**

Motion: to award the purchase of five (5) Chevrolet Tahoe police vehicles from Whitmoyer Auto Group, 1001 E. Main Street, Mount Joy, PA, under CoStars Contract 13-111 for a total price of $189,000.00

Voting order 1 2 3 4 5 7 8 6 9

21. Appointments

Senior Citizens Advisory Board

Ward 5 _____

Ward 7 _____

Ward 9 _____

22. Continuation of Citizen's Forum for Non-Agenda Items

23. New business

24. Other business

25. Adjourn

REASSESSMENT - ESTIMATE #1 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 155,000	$ 330,000	113%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,315	$ 1,391	$ 76

Let's take a look at how this would affect an individual landowner.

In this example, the original assessed value of a given property was $155,000 and the Township tax was $1,315.

In this sample, using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $330,000, we can estimate the impact on this property. The new tax would be $1,391, an increase of $76.

REASSESSMENT - ESTIMATE #2 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 120,000	$ 225,000	88%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,018	$ 948	$ (70)

Let's look at another example.

Here, the original assessed value was $120,000 and the Township tax was $1,018, based on the existing millage rate of 8.487.

Using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $225,000, the Township tax would be $948, a decrease of $70.

Remember, this is just a theoretical example. We do not yet know what the "Re-Set" millage rate will be.

2021 Proposed General Fund Revenues

Revenue Category	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Property taxes	$26,393,863	$26,448,568	($54,705)	(.2%)
Act 511 taxes	$3,626,875	$3,975,000	($348,125)	(9%)
Licenses & permits	$2,275,500	$2,257,500	$18,000	.8%
Fines & forfeitures	$180,000	$180,000	--	--
Interest & rents	$735,617	$907,120	($171,503)	(18.9%)
Grants	$3,005,542	$3,457,102	($451,560)	(13.1%)
Department earnings	$6,567,296	$7,095,738	($528,442)	(8.9%)
Other income	$1,167,305	$1,055,193	$112,112	10.6%
Interfund transfers & Other	$3,507,902	$2,633,879	$874,023	33.2%
TOTAL	**$47,459,900**	**$48,010,100**	**($550,200)**	**(1.1%)**

Real estate taxes continue to be the primary source of funding in the general fund, representing $26.4 million or 55.6% of general fund revenues.

In addition, realty transfer taxes have been very high since 2016. This is a function of both high sales volume and high sale prices. We are proud that Haverford Township is such a desirable place to live, but we must be careful to avoid relying too heavily on transfer taxes, which tend to fluctuate with interest rates and the economy, particularly during this time of uncertainty. Therefore, we continue to utilize conservative estimates for realty transfer taxes each year.

We estimate business privilege and mercantile taxes based on prior year receipts. The COVID-19 Pandemic has forced so many businesses to shut down or curtail operations that we anticipate a material decrease in those revenue streams during 2021.

We anticipate lower than normal investment earnings in 2021, largely because our investments are tied to the federal funds rate, which currently is extremely low.

Inter-governmental revenues are difficult to predict, as the Commonwealth faces its own budget shortfall due to the COVID-19 Pandemic. We have been advised to expect

5-10% reductions in our annual pension aid from the State, requiring a greater portion of the Township's pension obligation (MMO) to be paid from general revenues. Likewise, highway aid from the Commonwealth will be approximately $130,000 lower in 2021, also resulting in greater funding from general revenues.

The COVID-19 Pandemic has negatively affected departmental revenues. Because our recreation and skating programs rely heavily on group activities which have been severely curtailed during the COVID-19 Pandemic, departmental revenues in those areas remain a big unknown. While we continue to take small steps toward full operation, the latest spike in COVID-19 cases is a reminder that we simply do not know what the future holds. We remain hopeful for a return to full operations, but we have budgeted accordingly in the event we are not able to offer our full complement of programs and activities in 2021.

Discussion on General Fund Expenditures

- Both CBA's call for 2.5% wage increase for Civilian & Police, respectively
- 1.2% increase in salaries & compensation costs
- 2.8% decrease in health care costs (decrease in self-funded Rx, dental)
- 3.4% decrease in property & casualty coverage premiums
- 12.4% increase in workers compensation coverage premiums
- 0% increase in MMO pension funding (not a valuation year)
- 12.5% increase in debt service (assuming $20M borrowing in 2021)
- 34.4% decrease in street lighting costs (completed Phase 1/2 EME project)
- 12.4% decrease in gasoline & diesel costs

Township management consistently looks for opportunities to increase efficiencies in how we accomplish our goals. Personnel costs (e.g. wages, health benefits, pension benefits, workers' compensation, and payroll taxes) represent approximately 63.9% of our budget. This is expected, as "people" are at the center of every service we deliver. There are no new full-time positions budgeted in 2021 and any new hires would fill vacancies from natural attrition. Keeping up with contractual wages is always challenging; however, the contractual increases coupled with natural attrition, resulted in a manageable 1.2% impact on our budget.

For the FOURTH year in a row, our health care consortium secured a 0% increase with our health care benefit renewal. Our self-insured prescription, dental, and vision benefit costs continued to outperform professional forecasts in 2020, so we are hopeful this trend will continue. The Township's pension contribution (MMO) remains unchanged at $5.8 million, as 2020 was not an official valuation year for our pension plans. We continue to fund the pension plans using market value calculations as opposed to the legally required minimums. At last valuation, our plans showed funding of 87.1% and 76.1% in the civilian and police pension plans, respectively. With a nearly 20% investment return in 2019 and the hope of positive returns in 2020, we are cautiously optimistic that the 2021 valuation (which will establish the 2022 and 2023

MMO calculations) will be favorable.

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Administration (400)	$949,027	$1,019,711	($70,684)	(7%)
Finance (402)	$789,930	$751,420	$38,510	5%
Human Resources (406)	$251,182	$200,588	$50,594	25%
Info Technology (407)	$574,121	$541,686	$32,435	6%
Facilities (409)	$1,088,966	$992,754	$96,212	10%
Police (410)	$18,111,060	$18,018,668	$92,392	.5%
Fire (411)	$960,137	$952,310	$7,827	.8%
EMS Administration (412)	$571,382	$521,339	$50,043	9%

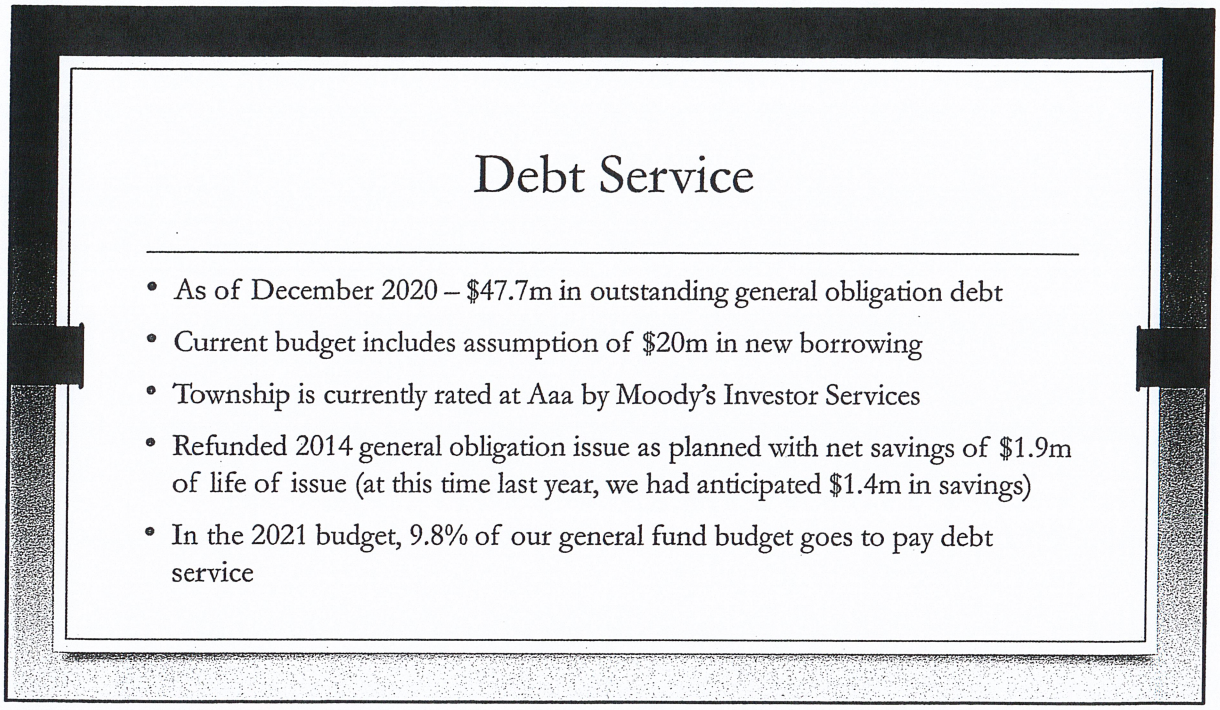
Expenditures by Department. HR.... Implementation of a new Employee Assistance Program that provides mental health and other resources anonymously to employees who are having difficulty.

2021 Proposed General Fund Expenditures

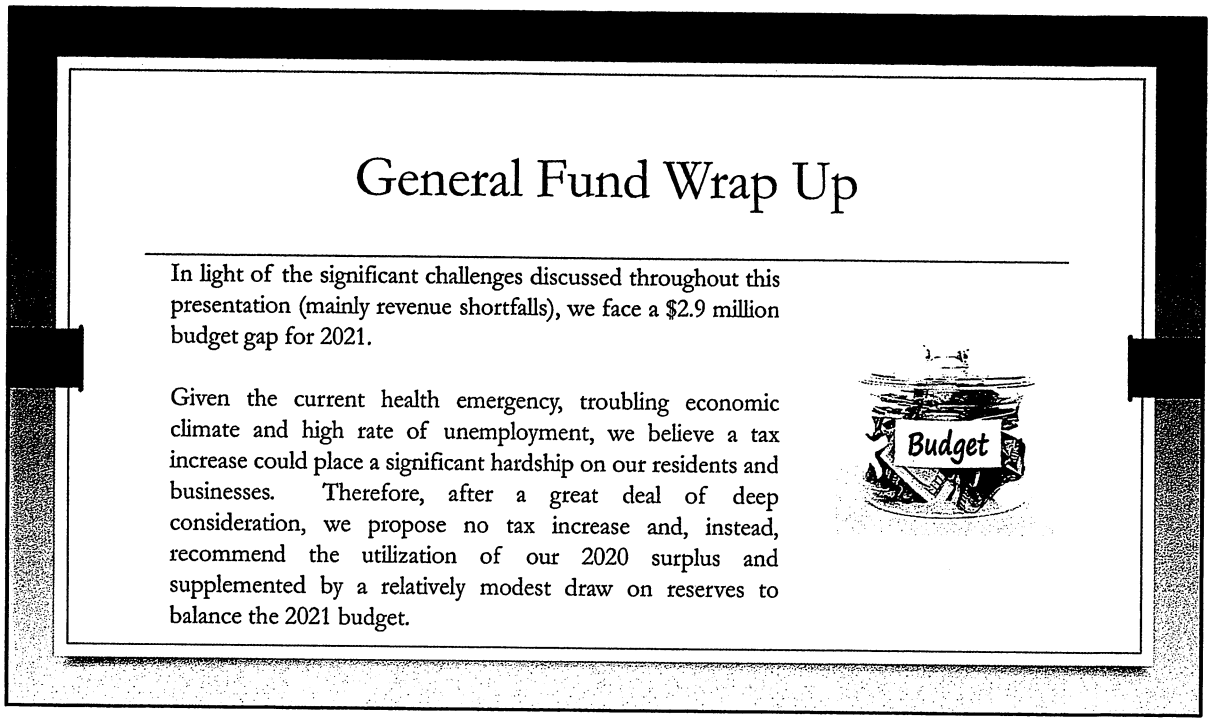
Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Code Enforcement (413)	$986,890	$1,083,659	($96,769)	(10%)
Community Development (414)	$524,962	$751,364	($226,402)	(30%)
Sanitation (427)	$5,169,346	$5,604,227	($434,881)	(8%)
Highways (430)	$4,707,600	$4,965,993	($258,393)	(5%)
Snow Removal (432)	$246,930	$256,930	($10,000)	(4%)
Street Lighting (434)	$589,200	$818,100	($228,900)	(28%)
Auxiliary (440)	$3,210,707	$3,319,029	($108,322)	(3%)
Parks & Recreation (450)	$2,008,524	$2,060,338	($51,814)	(3%)

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Ice Skating (451)	$711,005	$763,953	($52,948)	(7%)
Parks Maintenance (454)	$1,363,708	$1,259,712	$103,996	8%
Debt Service (471/472)	$4,645,223	$4,129,319	$515,904	12%
TOTAL	**$47,459,900**	**$48,011,100**	**($551,200)**	**(1%)**

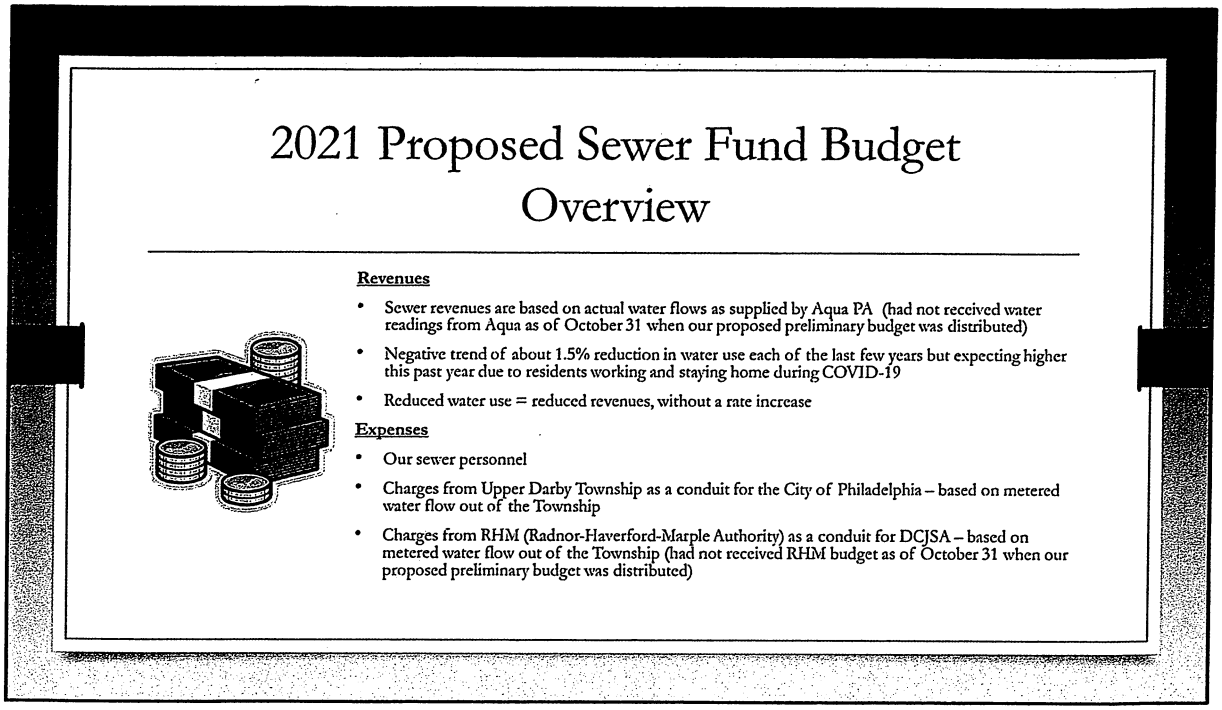


The timing of the long-awaited library renovation project and direction from the Board of Commissioners on the site of the former Brookline School will be the primary drivers of borrowing and debt service costs in 2021. For planning and budget purposes, we have incorporated debt service for $20 million of new borrowing in 2021. With this new anticipated debt service, our debt service costs will represent 9.8% of the general fund budget. In 2020, we refunded (aka "refinanced") our 2014 issue, resulting in savings of $1.99 million in future debt service costs.



In light of the significant challenges discussed throughout this presentation (mainly revenue shortfalls), we face a $2.9 million budget deficit going into 2021. Given the current health emergency, troubling economic climate and high rate of unemployment, we believe a tax increase could place a significant hardship on our residents and businesses. Therefore, after a great deal of deep consideration, **we propose no tax increase and, instead, recommend the utilization of our 2020 surplus and additional reserves to balance the 2021 budget.**

We do not make this recommendation lightly. We recognize the importance of healthy reserves for long-term fiscal stability and for maintaining a solid position in the world of public finance. Rather than supporting spending outside our means, the use of reserves should support isolated events. We feel strongly that the rare combination of circumstances in the world today represents such an isolated event. Indeed, we are in the midst of a worldwide pandemic, high unemployment and a countywide reassessment. Even with the proposed utilization of fund balance, our reserves remain healthy. We are cautiously optimistic that our operations and revenue streams will return to near normal levels by this time next year when we are preparing the 2022 budget.



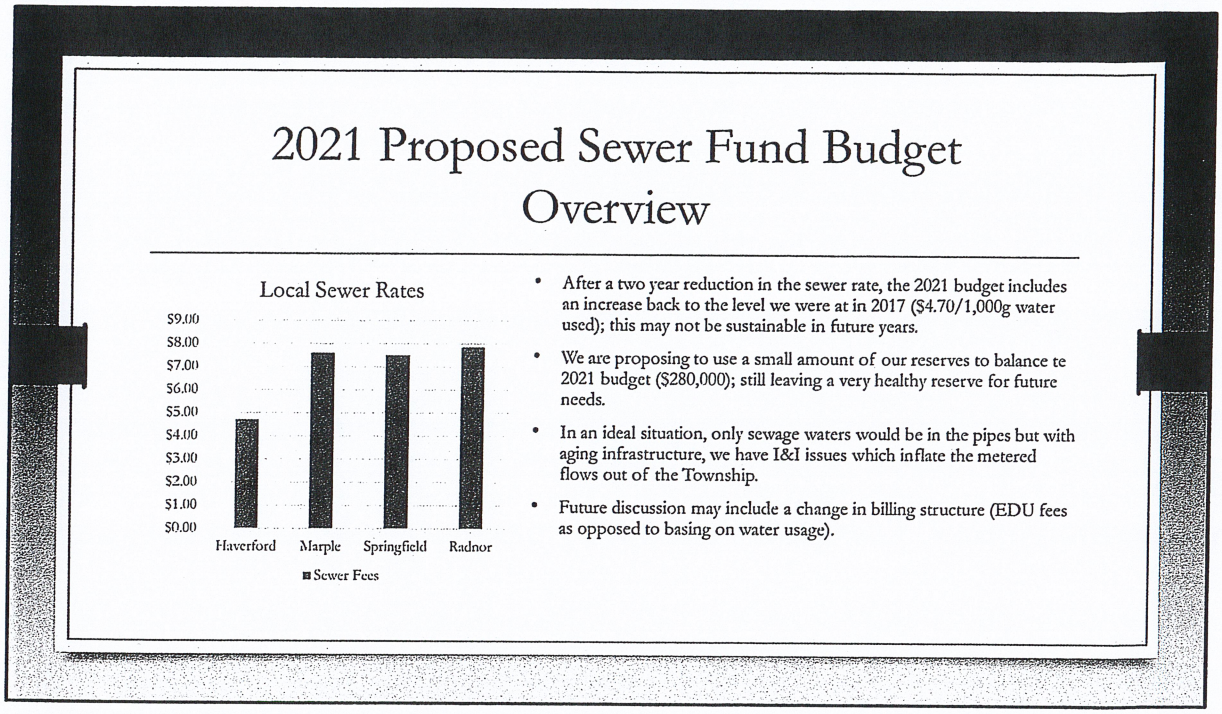
SEWER FUND REVENUE OVERVIEW

Sewer rents charged to all properties on public sewer are the largest revenue generator of this fund at $4.5 million. We recommend utilizing $280,000 of sewer fund reserves to balance the budget, while still retaining healthy fund balance levels. These funds will support the purchase of a large piece of sewer equipment needed in 2021. Our sewer rents are based on water usage as supplied to us by Aqua PA for the period (10/1/2019 - 9/30/2020). Since we had not received the water readings when the preliminary budget went to print, our early opinion WAS that a rate increase of $.30 per 1,000 gallons of water consumed will be necessary, assuming a slight increase in flows (after several years of decreased consumption). The anticipated increase in consumption is due solely to quarantine and the number of people working from home. Other revenue sources include various smaller line items such as investment earnings, lateral permits, etc.

By way of an update, we recently received our actual water readings from Aqua and, while we will still need to increase our rates, it could be much lower than originally anticipated.

SEWER FUND EXPENSE OVERVIEW

The largest expenses in the sewer fund are payments to Radnor-Haverford-Marple Sewer Authority ($1.6 million) and Upper Darby Township ($1.5 million) for sewage processing through Delcora and the City of Philadelphia systems. Township personnel costs represent just 13% of the sewer fund operating budget.

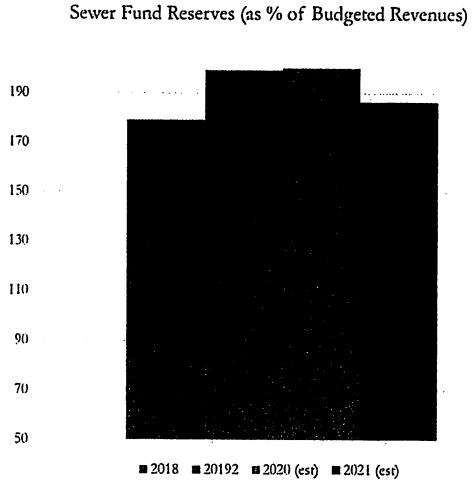


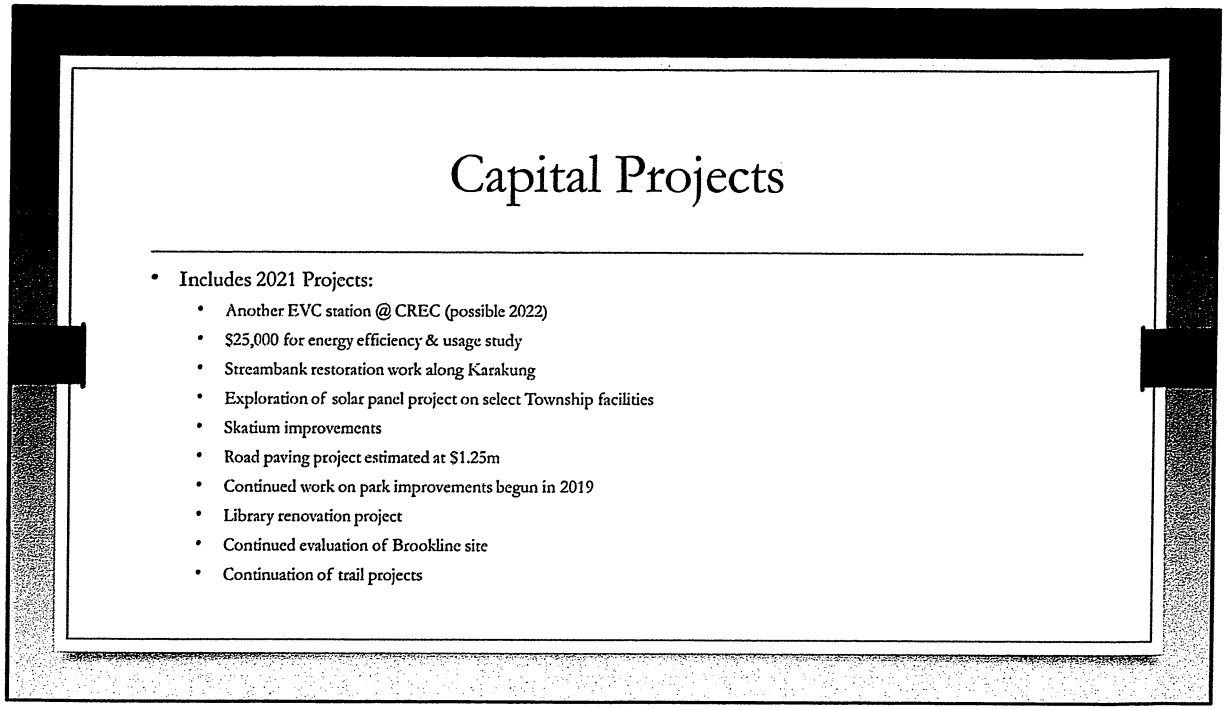
As discussed, our sewer rates are based on consumption data reported by Aqua. In recent years, we have observed a consistent decrease in water consumption. While this is generally good for the environment, reduced water consumption does not translate directly into reduced cost for sewage conveyance and treatment. For this reason, we may wish to examine our sewer rate structure to determine whether another methodology, such as a flat rate, is more appropriate.

Discussion on Use of Sewer Fund Reserves

When is it appropriate?

- When additional funds are needed to respond to a crisis or emergency
- When additional funds are needed to address unanticipated short-term revenue shortfalls
- To stabilize rate increases in unusual times





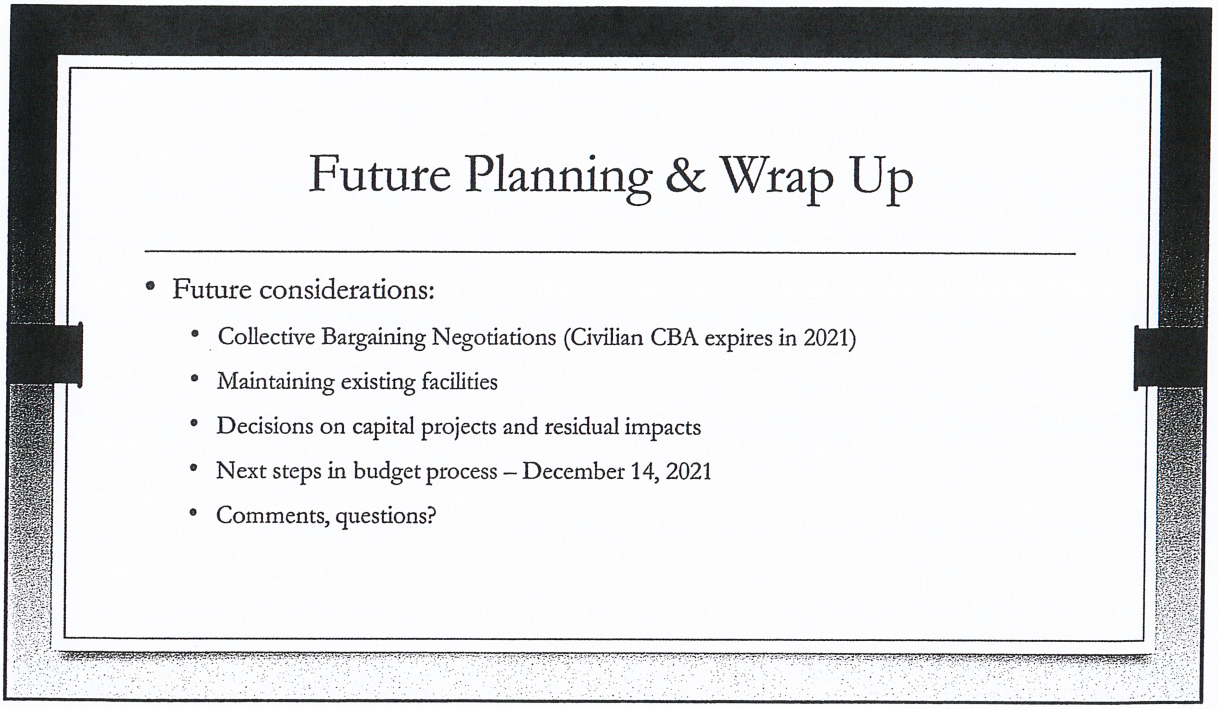
The capital projects fund budget is largely a planning document. The inclusion of a project in the budget does not represent final approval. Each and every contract regarding such projects must go before the Board of Commissioners for final approval. Frequently, planned projects are deferred to future years because of an logistical or financial challenge.

In the fall of 2020, the Board voted to authorize the Township Manager to take steps necessary to finalize the design of a renovation of our current library. In addition, we anticipate continued discussion and a subsequent decision regarding the site of the former Brookline School. Final decisions regarding these two projects may change the direction of the entire capital projects budget.

Other noteworthy projects include:

- Extension of Darby Creek Trail
- Continued exploration of a proposed solar panel purchase and installation on select Township facilities
- Road paving program (estimated at $1.25 million)
- Streambank work along Karakung Drive

- Completion of the Darby Road Streetscape and South Ardmore Parking Lot projects
- Parking improvements at Mill & Karakung SEPTA site
- Improvements to the Skatium Plaza and entrance doors
- Continued work on Pennsy Trail extension, including the Manoa Road pedestrian bridge
- Continued support of Historic Society projects
- Funding for a formal energy efficiency & usage study
- Additional electric vehicle charging station at the CREC
- Continued parks and trail projects



Key highlights:
- No proposed increase in property taxes.
- No proposed increase in our trash/recycling fee.
- Sewer Rate increase – about $0.15 per gallon to $4.55 (lower than originally anticipated)
- For planning purposes, we assume $20 million in new borrowing

I want to thank Assistant Township Manager and Finance Director Aimee Cuthbertson for spearheading the budget process during this most challenging year.

ORDINANCE NO. P24-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD," REGARDING THE MEMBERSHIP OF ADVISORY BOARD AND COMMISSIONS AND ADMINISTRATIVE BOARDS AND COMMISSIONS

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same that the General Laws of the Township of Haverford (the "General Laws"), that the following Sections of Chapter 4 are amended and the following inserted in lieu thereof:

ARTICLE XIX: Shade Tree Commission

§ 4-517Membership; terms; vacancy; equal representation.

B. The members of the Shade Tree Commission shall serve for a term of ~~five~~ three years. However, the terms of not more than four members shall expire each year. The current members of the Shade Tree Commission shall continue in office until the end of the terms for which they were appointed. At the expiration of the terms of the current members, their succeeding appointees shall be appointed for terms complying with the foregoing provisions pertaining to the membership of the Shade Tree Commission.

SEVERABILITY CLAUSE

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

EFFECTIVE DATE

This Ordinance shall be effective 10 days following adoption.

REPEALER

Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: WILLIAM F. WECHSLER
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P25-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. That Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at all Times

Amend to read:

Pinzon Avenue	**East**	**From West Chester Pike to Columbus Avenue**

SECTION 2. That Section 175-95, Schedule XX: Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

ORDINANCE NO. P28-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95 Schedule XX: Special Purposes Parking Zones.

Installation: in front of 402 Steel Road
in front of 2945 Oakford Road

SECTION 2. Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at All Times.

Crest Road North Side, From Dover Road to a point 40 feet West.

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of , 2020

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P29-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

SECTION 1: TEXT AMENDMENTS

Article I Attendance at Places of Public Assemblage

§136-1 Police services supplied.

Where in the conduct or operation of supermarkets, shopping centers, private parking areas, tournaments and other events or public assemblages there are assembled large numbers of persons, the Chief of Police may, upon ~~payment~~ request and agreement to pay to the Township of the sums hereinafter specified, supply the number of ~~police~~ officers ~~he deems~~ necessary to properly supervise and police said activity in order to maintain public order, the safe and speedy conduct of traffic on the highways and in, into and out of parking areas and for the protection of property and the supervision of attendance of the persons, customers and patrons attending said activity. For planned and unplanned work resulting in partial or complete shutdown of a State Highway, the services and payments provided herein shall be required, unless waived by the Chief of Police.

§136-2 Rates; payment ~~in advance~~.

There shall be paid to the Township of Haverford for the police service provided under the terms of this Article the current prevailing ~~overtime~~ special detail rates. ~~In all cases, he charges herein shall be paid~~ The Chief of Police may require payment in advance and prior to the time the police service is required. In the event of cancellation by the requester with less than twelve (12) hours' notice, payment for a minimum of two (2) hours shall be required as set forth in this Article.

§136-3 Compensation; applicability of regular police benefits during extra duty.

~~The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, he shall assign this police service as extra work to those police officers who desire this additional service in an equitable manner, for which extra service they shall receive as additional compensation the sum of their overtime rate for the first two hours or less of such police service. If the extra duty is for less than two hours, the officer performing such duty shall be compensated as set forth above for the minimum of two hours. Any detail contracted by an outside entity wishing to cancel prior to the detail has to notify the department at least one hour prior to the start time or is subject to be charged for a minimum of two hours. This compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.~~

A. The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, the Chief of Police shall assign this police service in an equitable manner as extra duty to those police officers who desire to provide this additional service. For this extra duty, officers shall receive as additional compensation their overtime rate for the hours worked. If the extra duty is for less than two hours, the officer performing such duty shall be compensated for the minimum of two hours. This

compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.

B. When an officer accepts an extra duty assignment and it is cancelled by the requester twelve (12) or more hours prior to the reporting time of the extra duty, the notified officer shall not be compensated and the notified officer shall be placed at the top of the detail list.

C. When an officer accepts an extra duty assignment and it is cancelled by the requester less than twelve (12) hours prior to the reporting time of the extra duty, the notified officer shall be compensated at their overtime rate for two (2) hours pay. The cancelled officer shall be placed at the top of the detail list if the assigned extra duty was greater than four (4) hours.

D. When an officer accepts an extra duty assignment and it is cancelled by the requester after the reporting time but prior to half of the extra duty assignment having been completed, the officer shall be compensated at their overtime rate for half of the extra duty assignment or two (2) hours pay, whichever is greater.

E. When an officer accepts an extra duty assignment and it is cancelled by the requester after half or more of the extra duty assignment has been completed, the officer shall be compensated at their overtime rate for the full time of the extra duty assignment as if the entire assignment had been completed.

§136-4 Assignment of policemen during regular duty; compensation; temporary employment of policemen from adjacent municipalities.

At any time if there are not sufficient officers available to supply this police service from the list of police officers who desire to provide this police service ~~extra duty~~, the Chief of Police may~~, if available,~~ assign available officers, if any, during their regular assignment. ~~, in which event they~~ In this case, officers shall receive no additional compensation. ~~, or the~~ Alternatively, the Chief of Police temporarily may employ ~~temporarily for this extra service, as an emergency,~~ regular police of adjacent or adjoining municipalities for this extra service.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

SECTION V: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED this XXth day of January, 2021.

TOWNSHIP OF HAVERFORD

By: _____
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P30-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS".

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, Delaware County, Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1: TEXT AMENDMENTS

Chapter 30 PENSIONS AND EMPLOYEE BENEFITS

Article III Police Pension Plan

§ 30-28.1 **Act 44 Retirement Program.**

C. Eligibility.
Eligibility for the Act 44 Program shall be determined as follows:
(1) Police officers who have not retired prior to the implementation of the Act 44 Program may enter into the Act 44 Program ~~on the first day of any month~~ following completion of 25 years of credited service and attaining the age of 53 for police officers hired after 8/1/2014, and following the completion of 25 years of credited service and attaining the age of 52, for police officers hired before 8/1/2014..

D. Written election.
Eligible officers who wish to be participants in the Act 44 Program must signify that intention in writing as follows:
(1) A police officer electing to participate in the Act 44 Program must complete and execute an Act 44 Program participation election form prepared by the Township, which shall evidence the member's election to participate in the Act 44 Program. The form must be signed by the police officer and be notarized and submitted prior to the date on which the member wishes Act 44 Program participation to commence. The Act 44 Program participation election form shall include an irrevocable notice to the Township, by the police officer member, that the police officer shall resign from employment with the Police Department effective on a specific date (the "resignation date") that is no later than sixty months ~~three years~~ from the effective date of Act 44 Program Election Form. A police officer shall cease to work as and may no longer

be employed as a police officer on the officer's resignation date, unless the Township properly terminates or honorably discharges the officer prior to the resignation date. A participant may resign from employment while in the Act 44 Program status, which shall terminate his/her participation in the Act 44 Program.

E. Benefit calculation.
For all pension plan purposes, continuous service of a police officer participating in the Act 44 Program shall remain as it existed on the effective date of commencement of participation in the Act 44 Program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Township Police Pension Plan. The average monthly compensation of the police officer for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the Act 44 Program. For officers hired prior to 1/1/2016, the balance of any accumulated time available to the ACT 44 participant will be paid in full in the Act 44 participant's final paycheck issued prior to entering the Act 44 Program. Thereafter, during the time in which the ACT 44 participant remains employed with the Township, if the Act 44 participant accumulates additional leave time, the balance of any additional accumulated leave time shall be paid in full in the ACT 44 participant's final paycheck issued prior to resignation. In no event shall the ACT 44 participant's leave time accumulated during the course of their Act 44 Program be used to recalculate any pension benefit at the time of the ACT 44 participant's resignation. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the pension plan. The pension benefit payable to the members shall increase only as a result of cost of living adjustments in effect on the effective date of the member's participation in the Act 44 Program or by applicable cost of living adjustments granted thereafter.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

SECTION V: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED this th day of January, 2021.

TOWNSHIP OF HAVERFORD

By: _____
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

EXECUTIVE SESSION – 6:00 Personnel Matter

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, March 2, 2020

7:00 P.M.

Announcement of acceptance of highest qualified bid regarding auction of Township property located on Glendale Road, Haverford Township, PA known as 545 Glendale Road- D.C. Folio No. 22-09-00094-01, D.C. Tax Map No. 22-36 -123:001 (9,000 sf); 541 Glendale Road- D.C. Folio No. 22-09-00094-02, D.C. Tax Map No. 22-36 -123:002 (9,024 sf) and 537 Glendale Road- D.C. Folio No. 22-09-00094-03, D.C. Tax Map No. 22-36 -123:003 (18,655 sf), pertaining to auction held on February 27, 2020.

Discussion: Library Site Selection

Commissioners Committee Updates

Police Department – Crime Update

Ordinance No. P6-2020	**Refunding of 2014 GO Bond (2nd Reading)**
Ordinance No. P7-2020	**Traffic (2nd Reading)**
Ordinance No. P8-2020	**Skatium Lease Agreement (2nd Reading)**
Ordinance No. P9-2020	**Blight Properties (2nd Reading)**
Resolution No. 2174 – 2020	**Transfer of 2019 Funds**
Proposed Ordinance No. P11-2020	**Initial DRAFT Commissioner Review Single Use Plastic Bag and Plastic Straw Regulations**

Lease Agreement – EMS Ambulance/Manoa Fire House

Contract Award

Brookline School Demolition

Appointment – Administration – Heart & Lung Officer

Vehicle Purchases

Police Department & Parks and Recreation

Parks and Recreation – Disc Golf Proposal

Senior Citizens Advisory Board – Wards 5 and 9

AGENDA

REGULAR MEETING **March 9, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Township Auditor Update**

3. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

4. **Contract Award**

Brookline School Demolition

Motion: to award the Brookline School Demolition contract to Empire Dismantlement Corporation of Grand Island, NY in the amount of $569,000.00, submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

5. **David R. Burman – Township Manager Update**

6. **Approval of Minutes** **Regular Meeting Minutes of February 10, 2020**

Motion: to approve the Regular Meeting Minutes of February 10, 2020

Voting order 1 2 3 4 5 7 8 6 9

7. **Approval of Warrants**

Motion: to approve the following warrant #3-2020 totaling $3,216,100.88

General & Sewer fund Payroll for February 20, 2020 in the amount of $669,504.77
General & Sewer fund Payroll for March 5, 2020 in the amount of $654,455.89
General Fund disbursements #3-2020 in the amount of $1,264,842.89
Sewer Fund disbursements #3-2020 in the amount of $506,839.89

Community Development Block Grant Fund disbursement #3-2020 in the amount of $68,535.42
Capital Projects Fund disbursement #3-2020 in the amount of $33,434.59
Credit Card Statement ending February 27, 2020 in the amount of $18.487.43

Voting order 1 2 3 4 5 7 8 6 9

8. Ordinance No. P6-2020 Refunding of 2014 GO Bond (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P6-2020 AUTHORIZING THE INCURRENCE OF NON-ELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000.

Voting order 1 2 3 4 5 7 8 6 9

9. Ordinance No. P7-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P7-2020 authorizing traffic restrictions on the following highways:

Special Purposes Parking Zones:

RESCIND

In front of 652 Dayton Road

In front of 615 Furlong Avenue

ESTABLISH

On Brookview Lane at the front entrance of 562 Strathmore Road

On Malvern Road across from 643 Malvern Road

Voting order 1 2 3 4 5 7 8 6 9

10. Ordinance No. P8-2020 Skatium Lease Agreement (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P8-2020 that the township authorizes a two-year renewal lease agreement with Shef & Sons, LLC dba Hav-A-Burger, Essington, PA for a certain portion of township grounds located at 1018 Darby Road (the Skatium).

Voting order 1 2 3 4 5 7 8 6 9

11. Ordinance No. P9-2020 Blight Properties (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P9-2020 TO PROVIDE FOR A NEW CHAPTER 184, TO BE KNOWN AS "NEIGHBORHOOD BLIGHT RECLAMATION AND REVITALIZATION," PROVIDING FOR CERTAIN PROTECTIONS AND SAFEGUARDS IN ORDER TO ADDRESS DETERIORATED PROPERTIES, PUBLIC NUISANCES AND PROPERTIES IN SERIOUS VIOLATION OF STATE LAW AND/OR MUNICIPAL CODES, AND IN RESPECT THERETO, PROVIDING PROVISIONS FOR DEFINITIONS, ACTIONS, ASSET ATTACHMENT, DUTIES OF OUT-OF-STATE OWNERS OF PROPERTY, DUTIES OF ASSOCIATION AND TRUST OWNERS, MUNICIPAL PERMIT DENIALS, CONFLICT WITH OTHER LAWS, RELIEF FOR INHERITED PROPERTY, STATUTORY CONSTRUCTION, IMPLEMENTATION, REPEALER, SEVERABILITY AND IMMEDIATE EFFECTIVENESS

Voting order 1 2 3 4 5 7 8 6 9

12. Discussion - Proposed Ordinance No. P11-2020 Initial DRAFT Commissioner Review Single Use Plastic Bag and Plastic Straw Regulations

13. Ordinance No. P12-2020 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P12-2020 authorizing traffic restrictions on the following highway:

STOP SIGN

On Sarah Avenue, north, at intersection of Maryland Avenue – making this a three way stop.

SPECIAL PARKING ZONE

In front of 100 E. Park Road

Voting order 1 2 3 4 5 7 8 6 9

14. Resolution No. 2174-2020 Transfer of 2019 Funds

Motion: to adopt Resolution No. 2174 - 2020 authorizing the transfer of 2019 funds.

Voting order 1 2 3 4 5 7 8 6 9

15. Appointment

Administration – Heart & Lung Hearing Officer

Motion: to appoint Joseph C. Rudolf, Esquire, as Haverford Township's Heart and Lung Hearing Officer.

Voting order 1 2 3 4 5 7 8 6 9

16. Vehicle Purchases

Parks and Recreation and Police Department

Motion: to authorize the purchase of one (1) 2020 Chevrolet Bolt electric vehicle for the Recreation Department in the amount of $31,700.00, under CoStars contract 26-054 (Bolt) and one (1) 2020 Ford Explorer Hybrid for the Police Department. in the amount of $47,800.00, under CoStars contract 26-053 (Ford), from Whitmoyer Auto Group, 1001 E. Main Street, Mount Joy PA, submitting the lowest responsible quotes.

Voting order 1 2 3 4 5 7 8 6 9

17. Purchase

Parks & Recreation – Disc Golf Proposal

Motion: to authorize the purchase of targets, signs, info board and tee pads for the Haverford Township DiscGolfPark, from DiscGolfPark, Quakertown, PA in the amount of $16,175.00

Voting order 1 2 3 4 5 7 8 6 9

18. Senior Citizens Advisory Board

Ward 5_____

Ward 9_____

19. Continuation of Citizen's Forum for Non-Agenda Items

20. New business

21. Other business

22. Adjourn

MINUTES

REGULAR MEETING **March 9, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the board met in Executive Session to discuss a real estate matter.**

   a. **Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Chief Jim McCans, Brian Barrett, Parks & Recreation Director and Chuck Faulkner, Township Engineer

   b. **Pledge of Allegiance**

2. **Township Auditor Update – Ross Anderson was absent. Commissioner Hart stated that he spoke with Mr. Anderson who reviewed all the disbursements and found no irregularities.**

***EAC Presentation was added tonight**

Peter Puglionese spoke on Plastic Bags and Straws

This is costing marine life and is harmful to humans.

Goals: reduce our contribution to the plastics population in our communities and waterways, reduce human and animal ingestion of plastic and contribute to regional, state and global solutions.

Get reusable bags.

Straws should just be for hardship cases.

This topic will be discussed at the next work session.

3. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Jennifer Kuhns – Reference Library

Haverford Library has a Homebound Program. So far 40 individuals have materials delivered to them.

Chad Brooks – The Grange Events

The Grange had a successful holiday season.

February highlighted George and Martha Washington.

Upcoming Events

Jane Hall – Golfview Road

Mrs. Hall is astounded that no progress has been made on the library. She was directly involved 8 years ago.

The Brookline building is lovely and should be preserved and it is a great location. Try and get this finished. This will benefit the educational process in the township.

End of Registered Speakers

Agenda Items Only:

Suzanna Barucco – Historical Commission

She would encourage the Commissioners to wait on the demolition. The Brookline School is a building of quality.

Colette Bannon – Sagamore Road

Ms. Bannon provided history of the building. The building is eligible for the Historical Registry.

Rebecca Timme – Edgewood Road

Ms. Timme asked if the results of the Comprehensive Plan Survey are in?

Joe O'Brien

The former Oakmont School was built two years before the Brookline School. The School District paid $6 million dollars to renovate. Do the same upgrades at Brookline?

Lauren Baxter and Anna Ferry – representing the youth of the community

These young women are in support of banning plastics bags and use green energy to help our environment and help our future.

Stacey Mattox – Historical Commission

Ms. Mattox is glad to hear that the board are looking at all possibilities of the school before voting to demolish.

She thinks the board should pause until the results of the Comprehensive Plan are received.

Bryan Ramona

California charges for plastic bags. It makes a lot of sense.

Brookline School should be on the Historical Registry. Once the building is gone, it is gone.

Sheryl Forrest-Grump

Ms. Grump was on the Library Board. Sometimes we have to let go of the past and move into the 21st century. The Brookline location is the best place.

Commissioner Wechsler thanked everyone for coming up and providing their opinions. The demolition BID extension is March 31st. We may have to re-bid.

4. Contract Award

Brookline School Demolition

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to award the Brookline School Demolition contract to Empire Dismantlement Corporation of Grand Island, NY in the amount of $569,000.00, submitting the lowest responsible bid.

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to TABLE.

Roll Called.

5 Commissioners voted to TABLE: Commissioners D'Emilio, Oliva, Lewis, Quinn and Hart.

4 Commissioners voted NO TO TABLE: Commissioners McCloskey, Siegel, Holmes and Wechsler.

5,David R. Burman – Township Manager Update

Coronavirus Update

As of 7:15 tonight – there is no community spread in Pennsylvania. We have met with the school district; they will be doing additional cleaning. Chief McCans will be checking all the senior care facilities.

At 4:30 there was a conference call with County Council and other municipal leaders. Everyone is prepared. Don't panic.

Delaware County Tax Reassessment highlights by Aimee Cuthbertson

6. Approval of Minutes Regular Meeting Minutes of February 10, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Siegel to approve the Regular Meeting Minutes of February 10, 2020

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #3-2020 totaling $3,216,100.88

General & Sewer fund Payroll for February 20, 2020 in the amount of $669,504.77
General & Sewer fund Payroll for March 5, 2020 in the amount of $654,455.89
General Fund disbursements #3-2020 in the amount of $1,264,842.89
Sewer Fund disbursements #3-2020 in the amount of $506,839.89
Community Development Block Grant Fund disbursement #3-2020 in the amount of $68,535.42
Capital Projects Fund disbursement #3-2020 in the amount of $33,434.59

Credit Card Statement ending February 27, 2020 in the amount of $18.487.43

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

Commissioner D'Emilio stepped out of the room.

8. <u>Ordinance No. P6-2020</u> Refunding of 2014 GO Bond (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to adopt the second reading of Ordinance No. P6-2020 AUTHORIZING THE INCURRENCE OF NON-ELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. <u>Ordinance No. P7-2020</u> Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt the second reading of Ordinance No. P7-2020 authorizing traffic restrictions on the following highways:

Special Purposes Parking Zones:

<u>RESCIND</u>

In front of 652 Dayton Road

In front of 615 Furlong Avenue

ESTABLISH

On Brookview Lane at the front entrance of 562 Strathmore Road

On Malvern Road across from 643 Malvern Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Ordinance No. P8-2020 Skatium Lease Agreement (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P8-2020 that the township authorizes a two-year renewal lease agreement with Shef & Sons, LLC dba Hav-A-Burger, Essington, PA for a certain portion of township grounds located at 1018 Darby Road (the Skatium).

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Ordinance No. P9-2020 Blight Properties (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P9-2020 TO PROVIDE FOR A NEW CHAPTER 184, TO BE KNOWN AS "NEIGHBORHOOD BLIGHT RECLAMATION AND REVITALIZATION," PROVIDING FOR CERTAIN PROTECTIONS AND SAFEGUARDS IN ORDER TO ADDRESS DETERIORATED PROPERTIES, PUBLIC NUISANCES AND PROPERTIES IN SERIOUS VIOLATION OF STATE LAW AND/OR MUNICIPAL CODES, AND IN RESPECT THERETO, PROVIDING PROVISIONS FOR DEFINITIONS, ACTIONS, ASSET ATTACHMENT, DUTIES OF OUT-OF-STATE OWNERS OF PROPERTY, DUTIES OF ASSOCIATION AND TRUST OWNERS, MUNICIPAL PERMIT DENIALS, CONFLICT WITH OTHER LAWS, RELIEF FOR INHERITED PROPERTY, STATUTORY CONSTRUCTION, IMPLEMENTATION, REPEALER, SEVERABILITY AND IMMEDIATE EFFECTIVENESS

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Discussion - Proposed Ordinance No. P11-2020 Initial DRAFT Commissioner Review Single Use Plastic Bag and Plastic Straw Regulations

This item will be discussed at the April Work Session.

13. Ordinance No. P12-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P12-2020 authorizing traffic restrictions on the following highway:

STOP SIGN

On Sarah Avenue, north, at intersection of Maryland Avenue – making this a three way stop.

SPECIAL PARKING ZONE

In front of 100 E. Park Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Resolution No. 2174-2020 Transfer of 2019 Funds

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2174 - 2020 authorizing the transfer of 2019 funds.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. Appointment

Administration – Heart & Lung Hearing Officer

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to appoint Joseph C. Rudolf, Esquire, as Haverford Township's Heart and Lung Hearing Officer.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart and Wechsler

Commissioner Holmes abstained. Commissioner Holmes and Mr. Rudolf were partners at one time.

16. <u>Vehicle Purchases</u>

<u>Parks and Recreation and Police Department</u>

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to authorize the purchase of one (1) 2020 Chevrolet Bolt electric vehicle for the Recreation Department in the amount of $31,700.00, under CoStars contract 26-054 (Bolt) and one (1) 2020 Ford Explorer Hybrid for the Police Department. in the amount of $47,800.00, under CoStars contract 26-053 (Ford), from Whitmoyer Auto Group, 1001 E. Main Street, Mount Joy PA, submitting the lowest responsible quotes.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. <u>Purchase</u>

<u>Parks & Recreation – Disc Golf Proposal</u>

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to authorize the purchase of targets, signs, info board and tee pads for the Haverford Township DiscGolfPark, from DiscGolfPark, Quakertown, PA in the amount of $16,175.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. Senior Citizens Advisory Board

Ward 5 **Victor Barsky**

Ward 9 **Deferred**

19. Continuation of Citizen's Forum for Non-Agenda Items

Phil Goldsmith – President, the Library Board

There is no easy answer. There are five different possibilities:

1. **Renovate the Brookline School.**
2. **Demolish and build a new one – this is a lot more money**
3. **New building at a lower cost**
4. **Renovate at current location – parking issues**
5. **Buy properties and stay where it is.**

He suggested that a committee be established.
Haverford does need a new educational facility.

Peter Puglionese – EAC

He thanked the board and staff for purchasing another electric vehicle and a hybrid police vehicle.

These decisions will help reduce carbon. You all are a role model.

20. New business

Commissioner Holmes asked that a adhoc committee be formed with members on the board, the school district and parents concerning before and after day care centers.

Commissioners D'Emilio and Oliva volunteered.

Resolution 2176-2020 **Amending Resolution No. 2061-2017 Township of Haverford Multimodal Transportation Fund (MTF)**

Commissioner Wechsler read aloud Resolution No. 2176-2020:

NOW, THEREFORE, BE IT RESOLVED, that Haverford Township hereby received a Multimodal Transportation Fund Grant in the amount of $250,000 from the Commonwealth Financing Authority to be used for streetscape and pedestrian improvements along the west side of Darby Road from West Benedict Avenue to Bellemead Avenue.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby designates David R. Burman (Township Manager) and Aimee M. Cuthbertson (Assistant Township Manager) as the officials to execute all documents and agreements between the Township and the Commonwealth Financing Authority to Facilitate and assist in obtaining the requested grant.

Motion was made by Commissioner D'Emilio and seconded by Commissioner Holmes to adopt Resolution No. 2176-2020.

All Commissioners were in favor.

21. <u>Other business</u>

<u>Steve D'Emilio – 1st Ward Commissioner</u>

Commissioner D'Emilio thanked Peter Puglionese for his plastic bag/straw presentation.

Commissioner D'Emilio announced that there was a call for a home invasion on Virginia Avenue. It was a robbery; the person had a key. A lot of money was taken. There is no danger to the community. An arrest will be made shortly.

Commissioner D'Emilio asked Brian Barrett on the status of upgrading the parks.

<u>Mario Oliva – 2nd Ward Commissioner</u>

Commissioner Oliva thanked Chiefs Viola, McCans and Township Manager, Dave Burman for keeping on top of the current virus news.

We pushed hard for the electric vehicle for the Parks and Recreation Department.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Now that the weather is changing and adults and children are out more, please slow down while driving.

It is time to make a decision on the library.

Dan Siegel, Esquire – 4th Ward Commissioner

For those voters in Ward 4, precinct 4 that normally vote at St. George's Church, their voting place has been changed to the CREC.

Commissioner Siegel reminded everyone that this is pothole season and for drivers to call PaDot if they see potholes on state roads and not the township.

The traffic adaptive system is installed. There are still a few locations that have to catch up. Please be patient.

Commissioners Siegel stated that his newsletter will be back.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes spoke on the library. There are a lot of reasons that a decision has not been made. We are still evaluating all possibilities so that he can make an informed decision and that it is done correctly.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis stated that the Billboard case has been continued to April 2nd and 3rd. He encourages everyone to attend the hearings. He thanked Jim Byrne for all his work on this case.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also thanked Jim Byrne.

He wanted to make sure that he answered three constituents correctly. Leaves can be put in the trash. The answer is yes.

Gerry Hart, M.D. – 8th Ward Commissioner

Both he and Commissioner Quinn will be holding a joint constituent meeting in the next month.

Commissioner Hart did state that everyone should pay attention to what is being said concerning the virus. It does not mean it is an epidemic.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler thanked the young women that spoke tonight.

He also stated that Haverford Township recently lost a long time icon, John Stretch. He thanked all the police and fire companies that went to offer their respects.

Commissioner Wechsler will hold his constituent meeting on March 26th.

22. All Commissioners agreed to adjourn.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"**Effective Date**" means the date that Client accepts this Agreement (as described in the Preamble).

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Software**" means the SaaS and the Desktop Software, collectively.

"**Support Services**" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"**Third Party Products**" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Contract # _00118027_

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Intentionally left blank.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise

contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 2 years from the Effective Date ("**Initial Term**") with automatic renewals for 2 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 6 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

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Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	11/3/2020
		Quote Number	00118027
		Expiration Date	12/31/2020
		Currency	USD
Prepared By	Kim Klauer	Contact Name	Brian Barrett
Opportunity Owner	Chrystal Contreras	Phone	610-446-9397
Owner Email	chrystal.contreras@activenetwork.com	Email	bbarrett@havtwp.org
Bill To Name	Haverford Township Recreation Department	Ship To Contact	Brian Barrett
Bill To Contact	Brian Barrett	Ship To Address	1014 Darby Rd Havertown, PA 19083 United States
Bill To Address	1014 Darby Rd Havertown, PA 19083 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVENet - (credit card refunds - flat fee)	SaaS	#N/A	1	0.10	
ACTIVENet - Functionality: Activity Registration	SaaS	#N/A	1		
ACTIVENet - Functionality: Daycare	SaaS	#N/A	1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS	#N/A	1		
ACTIVENet - Functionality: Facility Reservation	SaaS	#N/A	1		
ACTIVENet - Functionality: League Scheduling	SaaS	#N/A	1		
ACTIVENet - Functionality: Memberships	SaaS	#N/A	1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		5.00
ACTIVENet - SaaS		#N/A			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding $8,000,000 annual revenue.	1		3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	#N/A	1		1.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		2.00
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		

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Schedule

Annual Projected Contract Value	USD 60,000.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

DocuSigned by:
Brian Barrett
83C8A34D17F5466...

Signature: _____

Printed Name: Brian Barrett

Title: Director of Parks and Recreation

Date: 11/6/2020 | 10:34 AM CST

PO# (if applicable): _____

DocuSign Envelope ID: 8D74D00F-2A87-4607-BEB6-B7809DD7FF76

Contract # _00118027_

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Haverford Township	ADDRESS:	1014 Darby Road, Havertown, PA 19083
CONTACT NAME:	Brian Barrett	TELEPHONE:	610-446-9397
EMAIL:	bbarrett@havtwp.org		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: DocuSigned by: Brian Barrett 83C8A34D17E5466...	Signature: DocuSigned by: Randy Skemp 042FAC5901474C9...
Name: Brian Barrett	Name: Randy Skemp
Title: Director of Parks and Recreation	Title: Vice President, Sales
Date: 11/6/2020 | 10:34 AM CST	Date: 11/6/2020 | 10:42 AM CST

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, APRIL 13, 2020 AT 7:00 PM

AGENDA

1. **Opening of Meeting**

   a. **Roll Call**
   b. **Pledge of Allegiance**

2. **Citizens Forum - 20 Minutes Registered Speakers, Agenda Items Only**

3. **<u>Resolution No. 2177-2020, Ratifying and Continuing the Declaration of Emergency</u>**

   Motion: To adopt Resolution No. 2177-2020, the Commissioners of the Township of Haverford, pursuant to the provisions of Section 7501 of Pennsylvania Emergency Management Services Code, as amended, do hereby ratify the declaration of a disaster emergency in the Township of Haverford, County of Delaware commencing March 6, 2020; and

   FURTHER, we ratify all actions taken by the Township Manager and Emergency Management Coordinator of the Township of Haverford in response to COVID-19; and

   FURTHER, we direct the Township Manager and Emergency Management Coordinator to continue coordinating the emergency response and to take all necessary and appropriate actions to alleviate the effects of COVID-19 on the residents of the Township of Haverford, including but not limited to: the rental of equipment; the purchase of supplies and materials; the temporary modification of work schedules and sick leave policies; and, the execution of contracts and agreements for the provision of Township services, all without regard to those time-consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted; and

   FURTHER, this declaration of disaster emergency shall continue until further action is taken by the Board of Commissioners to declare the end of such disaster emergency.

   Voting order 1 2 3 4 5 7 8 6 9

4. **<u>Approval of Minutes</u> Regular Meeting of March 9, 2020**

   Motion: to approve the Regular Meeting Minutes of March 9, 2020.

   Voting order 1 2 3 4 5 7 8 6 9

5. Township Auditor Update

6. Approval of Warrants

Motion: to approve the following warrant #4-2020 totaling $4,935,066.77

General & Sewer fund Payroll for March 19, 2020 in the amount of $668,658.36
General & Sewer fund Payroll for April 2, 2020 in the amount of $664,750.13
General Fund disbursements #4-2020 in the amount of $3,082,502.91
Sewer Fund disbursements #4-2020 in the amount of $224,991.37
Community Development Block Grant Fund disbursement #4-2020 in the amount of $89,736.59
Capital Projects Fund disbursement #4-2020 in the amount of $195,387.81
Credit Card Statement ending March 27, 2020 in the amount of $6,841.22

Voting order 1 2 3 4 5 7 8 6 9

7. Extensions: Real Estate, Sewer, Trash and 2019 Final/2020 Estimated Business Tax Returns

Motion: to adopt the first and final reading of Ordinance No. P13-2020 Amending Ordinance 2888-2019, Changing The Discount, Face, And Penalty Payment Dates for The 2020 Real Estate Tax Levy.

A two percent (2%) discount shall be applied to all bills paid on or before April 30, 2020. The face amount of the bills shall be due and payable from May 1, 2020 thru July 31, 2020. On August 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills.

Motion: to adopt the first and final reading of Ordinance No. P14-2020 amending Ordinance 2992-2019, changing the Discount, Face, and Penalty Payment Dates for the Annual Sewer Rental or Charge to each property connected to the public sewer system.

A two percent (2%) discount shall be applied to all bills paid on or before April 30, 2020. The face amount of the bills shall be due and payable from May 1, 2020 thru July 31, 2020. On August 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills. All sewer rentals not paid prior to the date on which a penalty shall be added as herein provided shall be deemed to be delinquent.

Motion: to adopt the first and final reading of Ordinance No. P15-2020 Amending Ordinance 2883-2019, Changing The Discount, Face and Penalty Payment Dates for The Annual Garbage and Recycling Collection Charge.

Payment Schedule. A two percent (2%) discount shall be applied to all bills paid on or before April 30, 2020. The face amount of the bills shall be due and payable from May 1, 2020 thru July 31, 2020. On August 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to adopt Resolution No. 2178-2020 extending the payment deadline for the Township of Haverford 2019 Final/2020 Estimated Business Tax Returns from April 15, 2020 to July 15, 2020 and extending the payment deadline for filing the first Quarter 2020 Local Services Tax Returns from April 30, 2020 until June 30, 2020

Voting order 1 2 3 4 5 7 8 6 9

8, Ordinance No. P12-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P12-2020 authorizing traffic restrictions on the following highways:

Stop Sign
On Sarah Avenue, north, at intersection of Maryland Avenue – making this a three way stop.

Special Parking Zone
In front of 100 E. Park Road

Voting order 1 2 3 4 5 7 8 6 9

9. Award of Contract - Historic Resources Survey

Motion: to accept the proposal and award a Not-To-Exceed contract in the amount of $16,000.00 to Richard Grubb & Associates for the CLG Grant-funded project to update and expand the Haverford Township Historic Resources Survey.

Voting order 1 2 3 4 5 7 8 6 9

10. Continuation of Citizen's Forum for Non-Agenda Items

11. New Business

12. Other Business

13. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, APRIL 13, 2020 AT 7:00 PM

MINUTES

VIA ZOOM

1. **Opening of Meeting – Commissioner Wechsler, President, opened the meeting**

   a. **Roll Call – All 9 Commissioners were present: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present via Zoom: David R. Burman, Township Manager, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Chief Jim McCans, Paramedic Department, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Recreation Director and Kelly Kirk, Zoning Hearing Officer

   b. **Pledge of Allegiance**

2. **Citizens Forum - 20 Minutes Registered Speakers, Agenda Items Only**

Commissioner Wechsler read aloud a letter from State Senator Daylin Leach indicating what his office is working on: gathering supplies and dropping off to first responders, allowing medical marijuana dispensary employees to provide medical marijuana to a cardholder in their vehicle on the facility's property, release of non-violent criminals, an extension of the Primary Election to June 2nd; mail in ballots only. Everyone can visit his website to obtain further information.

Tom Schaffer wrote in to ask that the Board consider one side parking on township streets.

Maureen Wynn wrote in asking questions concerning the pandemic and statistics and asked if the township's numbers are understated.

David McElwan wrote in asking why brush was suspended.

Responses

Mr. Burman indicate that we need to protect our employees. Only critical services are being performed; sanitation, bulk collections (please request on line), pick up of latex paints (call Public Works prior to your trash pick-up day) Everyone's temperature is taken each morning.

One employee has tested positive for COVID-19 and is very sick. He was not in contact with work staff.

Brush can be put in your trash.

Chief Viola stated that there is definitely a need to look at the parking on one side of the street. It is impossible for Police and fire trucks to go into many streets.

Conclusion: The Commissioners Police Committee, Police and Fire Departments will discuss this further.

3. <u>Resolution No. 2177-2020, Ratifying and Continuing the Declaration of Emergency</u>

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt Resolution No. 2177-2020, the Commissioners of the Township of Haverford, pursuant to the provisions of Section 7501 of Pennsylvania Emergency Management Services Code, as amended, do hereby ratify the declaration of a disaster emergency in the Township of Haverford, County of Delaware commencing March 6, 2020; and

FURTHER, we ratify all actions taken by the Township Manager and Emergency Management Coordinator of the Township of Haverford in response to COVID-19; and

FURTHER, we direct the Township Manager and Emergency Management Coordinator to continue coordinating the emergency response and to take all necessary and appropriate actions to alleviate the effects of COVID-19 on the residents of the Township of Haverford, including but not limited to: the rental of equipment; the purchase of supplies and materials; the temporary modification of work schedules and sick leave policies; extension of any and all deadlines for Township responses to Requests for Records under the Right-to-Know and Township response to Building, Zoning, Subdivision and Land Development applications; and, the execution of contracts and agreements for the provision of Township services, all without regard to those time-consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted.

FURTHER, this declaration of disaster emergency shall continue until further action is taken by the Board of Commissioners to declare the end of such disaster emergency.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

4. <u>Approval of Minutes</u> Regular Meeting of March 9, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of March 9, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

5. Township Auditor Update – Mr. Anderson was absent. Commissioners Holmes indicated that Mr. Anderson did review the disbursements and found no irregularities.

6. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the following warrant #4-2020 totaling $4,935,066.77

General & Sewer fund Payroll for March 19, 2020 in the amount of $668,658.36
General & Sewer fund Payroll for April 2, 2020 in the amount of $664,750.13
General Fund disbursements #4-2020 in the amount of $3,082,502.91
Sewer Fund disbursements #4-2020 in the amount of $224,991.37
Community Development Block Grant Fund disbursement #4-2020 in the amount of $89,736.59
Capital Projects Fund disbursement #4-2020 in the amount of $195,387.81
Credit Card Statement ending March 27, 2020 in the amount of $6,841.22

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. Extensions: Real Estate, Sewer, Trash and 2019 Final/2020 Estimated Business Tax Returns

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first and final reading of Ordinance No. P13-2020 Amending Ordinance 2888-2019, Changing The Discount, Face, And Penalty Payment Dates for The 2020 Real Estate Tax Levy.

A two percent (2%) discount shall be applied to all bills paid on or before May 31, 2020. The face amount of the bills shall be due and payable from June 1, 2020 thru August 31, 2020. On September 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to adopt the first and final reading of Ordinance No. P14-2020 amending Ordinance 2992-2019, changing the Discount, Face, and Penalty Payment Dates for the Annual Sewer Rental or Charge to each property connected to the public sewer system.

A two percent (2%) discount shall be applied to all bills paid on or before May 31, 2020. The face amount of the bills shall be due and payable from June 1, 2020 thru August 31, 2020. On September 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills. All sewer rentals not paid prior to the date on which a penalty shall be added as herein provided shall be deemed to be delinquent.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Siegel and seconded by Commissioner D'Emilio to adopt the first and final reading of Ordinance No. P15-2020 Amending Ordinance 2883-2019, Changing The Discount, Face and Penalty Payment Dates for The Annual Garbage and Recycling Collection Charge.

Payment Schedule. A two percent (2%) discount shall be applied to all bills paid on or before May 31, 2020. The face amount of the bills shall be due and payable from June 1, 2020 thru August 31, 2020. On September 1, 2020, an additional penalty of ten (10%) percent shall be added to any unpaid bills.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Quinn and seconded by Commissioner D'Emilio to adopt Resolution No. 2178-2020 extending the payment deadline for the Township of Haverford 2019 Final/2020 Estimated Business Tax Returns from April 15, 2020 to July 15, 2020 and extending the payment deadline for filing the first Quarter 2020 Local Services Tax Returns from April 30, 2020 until June 30, 2020

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8, Ordinance No. P12-2020 **Traffic (2nd Reading)**

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P12-2020 authorizing traffic restrictions on the following highways:

Stop Sign
On Sarah Avenue, north, at intersection of Maryland Avenue – making this a three way stop.

Special Parking Zone
In front of 100 E. Park Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Award of Contract - Historic Resources Survey

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to accept the proposal and award a Not-To-Exceed contract in the amount of $16,000.00 to Richard Grubb & Associates for the CLG Grant-funded project to update and expand the Haverford Township Historic Resources Survey.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Continuation of Citizen's Forum for Non-Agenda Items

No one else wrote in.

11. Other Business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked all first responders, the Public Works Department, nurses and physicians.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked the public for staying home. It is working. He knows it is difficult to stay home; even for himself.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey has the same sentiments. He offered best wishes to those that are fighting this virus and offered sympathy to those that lost loves ones. He asked everyone to reach out to their neighbors.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel echoed the same.
He has time to reflect on the value of family, friends and community and wished everyone the best during whatever holiday they are celebrating.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis also expressed thanks.

Commissioner Lewis announced that the Ardmore Avenue Bridge Project was suspended three weeks ago. However, just today, Governor Wolf gave PaDot permission to restart.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that we owe a debt of gratitude to all those that have stepped up and the trust we have in our employees. He also thanked health care workers and teachers.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also thanked everyone for their hard work. He will contact his constituents regarding brush.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart also thanked everyone.

Dr. Hart stated that he worked in Philadelphia last week where the COVID-19 virus is high. He stated that we, as a community, have to keep doing what we are doing.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also echoed thanks; especially towards EMS. They have patient contact. He offered condolences to the Bundy Family on the loss Kevin Bundy. Mr. Bundy was a paramedic who passed away last from the virus, in what Commissioner Wechsler believes was "in the line of duty".

This virus has hit our "township family".

Commissioner Wechsler thanked all the Commissioners for responding to all constituents' emails and calls.

12. All Commissioners agreed to adjourn.

Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda December 2020 – Applied Video Technology

Attached is a quote for an upgrade to our Audio Visual system at the CREC Multi use room and Studio.

This is on costars contract 034-030 and the cost is $18,421.

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ22814	08/21/20
Account Manager	
Mike Coxe	

Haverford Township
9000 Parkview Drive

Haverford PA 19041

Terms	Net 30
Ship Via	Included

F.O.B. Origin: All Shipping Charges Prepaid and Added to Order unless otherwise noted.

Attention Larry Woods
Phone No. 484-380-2730
Email lwoods@havtwp.org
Fax

Qty	Manufacturer	Description	Unit Price	Ext. Price
		CREC Audio & AV System Upgrades		
		Audio Distribution System		
1	Owner Furnished	QSC CX108v 8-Channel 70V Power Amplifier		
1	Owner Furnished	Speakers and existing cabling infrastructure for existing distribution (8) zones		
		101C Multipurpose Room		
1	Owner-furnished	Sony VPL-PHZ10 Projector & mount	$0.00	$0.00
1	Owner-furnished	Projection Screen, electric (installed)	$0.00	$0.00
3	Owner-furnished	Outdoor deck speakers	$0.00	$0.00
1	Extron	DTP T HWP 4K 231 D DTP Transmitter for HDMI - Decorator-Style Wallplate, black	$345.00	$345.00
1	Extron	ShareLink Pro 500 Wired and Wireless Presentation Gateway * for sharing from wireless devices	$1,029.00	$1,029.00
1	Extron	IN1608 xi Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension	$2,041.00	$2,041.00
1	Extron	IPCP Pro 250 IP Link Pro Control Processor	$684.00	$684.00
1	Extron	TLP Pro 1025M 10" Wall Mount TouchLink Pro Touchpanel	$1,489.00	$1,489.00
1	Araknis Networks	210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports, 16-port * Dedicated AV LAN	$393.00	$393.00
1	Shure	SLXD124/85 Wireless System with SLXD2/58 Handheld Transmitter, SLXD1 Bodypack Transmitter and WL185 lavalier microphone	$810.00	$810.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
1	Denon		DN-500CB CD/USB/1/8" Aux/Bluetooth/Balanced/RS232/pitch Control Audio Player	$285.00	$285.00
1	RDL		Stereo Consumer Input Decora Wall PLate * gold plated RCA phono jacks and a single stereo mini-jack * AUX audio input at front of room.	$106.00	$106.00
1	RDL		XLR 3-pin Male Jack on Decora Wall Plate * XLR audio wallplate at rear of room for use when video recording with camcorder.	$19.00	$19.00
1	Extron		DMP 128 Plus AT 12x8 ProDSP Processor w/ Dante	$1,661.00	$1,661.00
1	Extron		XPA U 1004C-70V 70V Four Channel Combo Amp, 100 watts per channel * outdoor speakers	$684.00	$684.00
1	Extron		XPA U 1002 Two Channel Amp, 100 watts at 8 or 4 ohms * front of room	$420.00	$420.00
2	JBL		Control 28-1L High-Output 8-Ohm Indoor/Outdoor Background/Foreground Speaker, white * front of room	$204.00	$408.00
2	JBL		Yolk-type U-bracket Mount, white	$31.00	$62.00
1			Equipment Rack	$864.00	$864.00
	Middle Atlantic		EWR Series Wall-mounted pivoting Rack, 12RU * 17" D X 28" H		
	Middle Atlantic		Vented Front Door, 12 RU Racks, 64% Open		
	Middle Atlantic		Rackmount Power, 9 Outlet, 15A		
	Middle Atlantic		2 RU Latching Rack Drawer		
1	AVT	Materials	Install Materials: Low voltage cable, connectors, signal transmission interfaces, glue products, mounting hardware, power distribution	$1,000.00	$1,000.00
1	AVT	Engineering	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	$867.00	$867.00
1	AVT	Programming	System Programming and Commissioning	$1,734.00	$1,734.00
1	AVT	Installation	Onsite Installation	$3,520.00	$3,520.00
1	AVT	S&H	Freight included in sell price.	$0.00	$0.00

AVT products and services are available via PA Costars Contract 034-027.

Extron products are available via PA Costars Contract 034-030.

Qty	Manufacturer	Description	Unit Price	Ext. Price

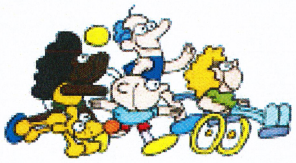
SubTotal	$18,421.00
Sales Tax	$0.00
Total	**$18,421.00**

Quoted By: Mike Coxe	Quote Date		Credit Card No.	
	8/21/2020			
Accepted By:	**Date**	**Purchase Order No.**	**Exp Date**	**3-digit C.V.V.**
Lawrence G. Weeks	10/9/2020	100920	/	

LAWRENCE G. WEEKS
LARRY WEEKS
OPERATIONS SUPERVISOR
HAMILTON TOWNSHIP
COMMUNITY RECREATION
AND ENVIRONMENTAL
CENTER.

Applied Video Technology
2218 Kimberton Rd.
PO Box 427
Kimberton, PA 19442

To place an order:
1. Email Purchase Order to your Account Manager
2. Fax Purchase Order to 610-407-0775
3. Mail to:
Applied Video Technology
PO BOX 427
Kimberton, PA 19442



Haverford Township
Department of Parks & Recreation

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Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Commissioners meeting agenda December 2020 – Renew Contract for Recreation Software

Attached is a revised contract for Recreation Management software with Active Net.
Term is for 2 years.
Software and CC fees have gone from the current 6.22% to 5% in the new contract.
Total annual cost is based on revenue. The annual costs would be $50,000 based on revenue of $1,000,000.

Contract # _00118027_

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees. Notwithstanding the foregoing, Client will not be subject to annual fee increases during the Initial Term.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security

measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I)THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if

the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or

on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Desktop Software**" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"**Effective Date**" means the date that Client accepts this Agreement (as described in the Preamble).

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Software**" means the SaaS and the Desktop Software, collectively.

"**Support Services**" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"**Third Party Products**" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Contract # _00118027_

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Intentionally left blank.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise

contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 2 years from the Effective Date ("**Initial Term**") with automatic renewals for 2 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 6 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

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Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	11/3/2020
		Quote Number	00118027
		Expiration Date	12/31/2020
		Currency	USD
Prepared By	Kim Klauer	Contact Name	Brian Barrett
Opportunity Owner	Chrystal Contreras	Phone	610-446-9397
Owner Email	chrystal.contreras@activenetwork.com	Email	bbarrett@havtwp.org
Bill To Name	Haverford Township Recreation Department	Ship To Contact	Brian Barrett
Bill To Contact	Brian Barrett	Ship To Address	1014 Darby Rd Havertown, PA 19083 United States
Bill To Address	1014 Darby Rd Havertown, PA 19083 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVENet - (credit card refunds - flat fee)	SaaS	#N/A	1	0.10	
ACTIVENet - Functionality: Activity Registration	SaaS	#N/A	1		
ACTIVENet - Functionality: Daycare	SaaS	#N/A	1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS	#N/A	1		
ACTIVENet - Functionality: Facility Reservation	SaaS	#N/A	1		
ACTIVENet - Functionality: League Scheduling	SaaS	#N/A	1		
ACTIVENet - Functionality: Memberships	SaaS	#N/A	1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		5.00
ACTIVENet - SaaS		#N/A			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding $8,000,000 annual revenue.	1		3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	#N/A	1		1.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		2.00
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		

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Schedule

Annual Projected Contract Value	USD 60,000.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

DocuSigned by:
Brian Barrett
83C8A34D17F5466...

Signature: _____

Printed Name: Brian Barrett

Title: Director of Parks and Recreation

Date: 11/6/2020 | 10:34 AM CST

PO# (if applicable): _____

DocuSign Envelope ID: 8D74D00F-2A87-4607-BEB6-B7809DD7FF76

Contract # _00118027_

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Haverford Township	ADDRESS:	1014 Darby Road, Havertown, PA 19083
CONTACT NAME:	Brian Barrett	TELEPHONE:	610-446-9397
EMAIL:	bbarrett@havtwp.org		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: DocuSigned by: Brian Barrett 83C8A34D17E5466...	Signature: DocuSigned by: Randy Skemp 042FAC5901474C9...
Name: Brian Barrett	Name: Randy Skemp
Title: Director of Parks and Recreation	Title: Vice President, Sales
Date: 11/6/2020 | 10:34 AM CST	Date: 11/6/2020 | 10:42 AM CST

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 11, 2020 AT 7:00 PM

VIA ZOOM

AGENDA

1. **Opening of Meeting**
   a. **Roll Call**
   b. **Pledge of Allegiance**

2. **Proclamation – Haverford School District – Graduating Senior Class**

3. **Presentation by Steven Kutsuflakis, CPA of Barbacane, Thornton and Company - 2019 audit results**

4 **Township Auditor Update**

5. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

6. **David R. Burman – Township Manager Update**

7. **Approval of Minutes** **Regular Meeting Minutes of April 13, 2020**

Motion: to approve the Regular Meeting Minutes of April 13, 2020.

Voting order 1 2 3 4 5 7 8 6 9

8. <u>Approval of Warrants</u>

Motion: to approve the following warrant #5-2020 totaling $7,400,794.73

General & Sewer Fund Payroll for April 16, 2020 in the amount of $652.939.43
General & Sewer Fund Payroll for April 30, 2020 in the amount of $735,404.81
General Fund disbursements #5-2020 in the amount of $1,734,066.89
Sewer Fund disbursements #5-2020 in the amount of $1,943,229.76
Community Development Block Grant Fund disbursement #5-2020 in the amount of $41,518.97
Capital Projects Fund disbursement #5-2020 in the amount of $39,750.25
Debt Service – 2014 GO Issue (ACH) Interest in the amount of $147,158.75
Debt Service – 2016 GO Issue (ACH) Interest in the amount of $120,416.25
Debt Service – 2018 GO Issue (ACH) Interest & Principal in the amount of $1,984,423.75
Credit Card Statement ending April 27, 2020 in the amount of $1,885.87

Voting order 1 2 3 4 5 7 8 6 9

9. <u>Haverford Township Home Improvement Program</u>:

Motion: to approve submission of the Amended 2019 Action Plan.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to authorizing Dunleavy Associations to submit application to HUD to add the new COVID-19 Funding.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to authorize Dunleavy Associates to submit to HUD the Consolidated Plan for 2020-2024 and the Action Plan for 2020.

Voting order 1 2 3 4 5 7 8 6 9

10. Resolution No. 2179-2020 Grant Funded Services Agreement

Motion: to adopt Resolution No. 2179-2020 authorizing the Township of Haverford to enter into an agreement with the Darby Creek Valley Association (Grantee) to furnish eight (8) Tidbit Water Temperature Data Loggers, three (3) Hobo Depth and Temperature Loggers and mounting equipment to township for temporary installation in the township's storm sewer system.

Voting order 1 2 3 4 5 7 8 6 9

11. Contract Awards

Public Works Department

a. Sanitary Sewer Lining (DCED Small Water/Sewer Grant) – Various locations

Motion: to award a sanitary sewer lining contract to Standard Pipe Services, Newark, DE, in the amount of $49,080.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

b. N. Manoa Road Cross Walk (CDBG)

Motion: to award the Manoa Road Cross Walk, at Sacred Heart, contract to in the amount of $56,275.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

c. Brookline Elementary School – Removal of Underground Fuel Tank

Motion: to award the removal of underground fuel tank at Brookline Elementary School to Ferguson and McCann, Inc., Aston, PA, in the amount of $20,990.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

d. Parks & Recreation

Motion: to award a Wearing Course contract for the West Gate Park Hockey Rink to J. Tarquini and Sons Paving Co., Springfield, PA, in the amount of $8,000.00; submitting the lowest responsible quote; and

to award a Wearing Course contract for the Richland Park Basketball Court to J. Tarquini and Sons Paving Co., Springfield, PA, in the amount of $8,000.00; submitting the lowest responsible quote.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

12. Continuation of Citizen's Forum for Non-Agenda Items

13. New business

14. Other business

15. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 11, 2020 AT 7:00 PM

VIA ZOOM

MINUTES

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting. Commissioner Wechsler indicated that the board met in Executive Session prior to the meeting to discuss a personnel matter.**

   a. **Roll Call – All 9 Commissioners were present (via zoom): Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present (via zoom): David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Chief Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Officer and Dave Pennoni, Township Engineer

   b. **Pledge of Allegiance**

2. Proclamations – Haverford School District – Graduating Senior Class – Commissioner Hart read the proclamation. Commissioner Holmes read a proclamation for all those students moving up from elementary to middle school and from middle school to high school. The many fine teachers were also acknowledged.

3. Presentation by Steven Kutsuflakis, CPA of Barbacane, Thornton and Company - 2019 audit results

Mr. Kutsuflakis presented a slide presentation of the results of the recent 2019 audit. There are no significant deficiencies or material weakness in internal controls over financial reporting reported.

4 Township Auditor Update

Mr. Anderson reviewed the expenditures and warrants. His questions were answered to his satisfaction. He saw no irregularities.

5. <u>Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items</u>

<u>Update from Senator Leach</u>

1.7 million individuals filed for unemployment

The Primary Election will be held on June 2nd. The deadline to file ballots is May 26th.

His office is helping first responders by providing necessary supplies.

The following individuals spoke on the closing of Karakung Drive during the summer:

Janet Leigh – she objects but did state that vehicles do speed.

Courtney Kelly is in favor of closing Karakung Drive through the summer.

The following individuals provided their opinions on the recent police incident in the Kohl's parking lot.

One individual objects to the force that was used.

Chris Sheldon – this was a violent action and the officers need to be suspended.

Cassidy DePaul – this came across that Haverford has violent police officers.

Alexis Greentree – spoke about a dog issue. Keep your dogs on leashes.

The following residents spoke on recreation:

John Kibbets – walking and bike paths are needed. Many have to drive their vehicles to go to the CREC.

Katie Carpenter asked why the basketball nets have been taken down at the court behind Chatham Elementary School. Is it because of COVID-19?

Nick Fiorelli – why so long to reopen tennis and pickle board courts?

Brian Crow raised many questions on the removal of the underground tank at the Brookline School. When is this going to occur? How long? How will this affect traffic on Sagamore Road, how much dust and fumes and will the building be secure?

Colleen Robinson – alternatives for the Brookline School.

Ms. Robinson asked if a resident group will still be formed to work with the township to find alternatives for the school. She is interested in joining.

Kristin Corskey – the recent accident at Steel Road and West Chester Pike.

There are far too many accidents at this location.

Rebecca Anthony – speeders on Brennan Drive

Mrs. Anthony stated her son was hit by a speeder in October. Something needs to be done.

Pat Quinn stated that many individuals have been furloughed. Will the township and school district have tax decreases?

Gerry Rullo – COVID-19

There have been 399 deaths in Delaware County; 320, 80% have been in nursing homes. What percentage is in Haverford Township.

END OF REGISTERED SPEAKERS

<u>Responses</u>

The Police Incident – Chief Viola stated that the incident was 6 or 7 minutes in length. What was sent to the District Attorney and Channel 6 only showed a portion of the use of force.

The Police had an internal investigation the next day and found no violations and the two officers were cleared by the County. The entire video will be available. We have nothing to hide.

In regards to closing of Karakung Drive: the township did reach out to PaDot and were told no. Karakung Drive is also used for emergency vehicles.

Township Engineer, Dave Pennoni responded to the underground tank removal: The tank needs to be removed for environmental issues; this is part of the remediation process. The process will begin in one to two months and will take 2 to 4 weeks to complete. This will not affect traffic. The staging site will be the parking lot and the tank is in the front of the building. The contractor must be licensed in the state of Pennsylvania. The building will be secured with a six-foot fence.

Chief Viola stated that the timing of the lights on Steel Road and West Chester Pike will be readdressed again. Since 2017 many accidents have occurred.

The Police Department will also look into the issue on Brennan Drive.

Regarding Recreation. The Board would like to reopen but it is more difficult indoors and we want to make sure we have safe outdoor recreation.

6. <u>David R. Burman – Township Manager Update</u>

Mr. Burman announced that the lobby is open for construction workers by appointment only. The Public Works Department are all getting back; tree crew, highway, sanitation. Brush Collection is tentatively scheduled for June 8th. The Shredding Event has been rescheduled to July 11th. The Red Cross will utilize the CREC for a blood drive. This is a crucial time. The plasma in the blood is being used to help with COVID-19. Please call the Red Cross or the Recreation Department to schedule an appointment – May 26th – 12-5 and May 28th – 8:30 to 1:30 p.m.

Mrs. Cuthbertson announced that the township will refinance the 2014 Bonds on May 14th. This is a rescheduled date from March.

7. <u>Approval of Minutes</u> Regular Meeting Minutes of April 13, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to approve the Regular Meeting Minutes of April 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8. <u>Approval of Warrants</u>

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the following warrant #5-2020 totaling $7,400,794.73

General & Sewer Fund Payroll for April 16, 2020 in the amount of $652.939.43
General & Sewer Fund Payroll for April 30, 2020 in the amount of $735,404.81
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Debt Service – 2018 GO Issue (ACH) Interest & Principal in the amount of $1,984,423.75
Credit Card Statement ending April 27, 2020 in the amount of $1,885.87

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. <u>Haverford Township Home Improvement Program</u>:

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to approve submission of the Amended 2019 Action Plan.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Holmes and seconded by Commissioner Oliva authorizing Dunleavy Associations to submit application to HUD to add the new COVID-19 Funding.

Roll Called.

8 Commissioners Voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio stepped away.

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize Dunleavy Associates to submit to HUD the Consolidated Plan for 2020-2024 and the Action Plan for 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Resolution No. 2179-2020 Grant Funded Services Agreement

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt Resolution No. 2179-2020 authorizing the Township of Haverford to enter into an agreement with the

Darby Creek Valley Association (Grantee) to furnish eight (8) Tidbit Water Temperature Data Loggers, three (3) Hobo Depth and Temperature Loggers and mounting equipment to township for temporary installation in the township's storm sewer system.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Contract Awards

Public Works Department

a. Sanitary Sewer Lining (DCED Small Water/Sewer Grant) – Various locations

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to award a sanitary sewer lining contract to Standard Pipe Services, Newark, DE, in the amount of $49,080.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

b. N. Manoa Road Cross Walk (CDBG)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to award the Manoa Road Cross Walk, at Sacred Heart, contract to Premier Construction Company, Broomall, PA, in the amount of $56,275.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

c. Brookline Elementary School – Removal of Underground Fuel Tank

Motion made by Commissioner Siegel and seconded by Commissioner Hart to award the removal of underground fuel tank at Brookline Elementary School to Ferguson and McCann, Inc., Aston, PA, in the amount of $20,990.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

d. Parks & Recreation

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to award a Wearing Course contract for the West Gate Park Hockey Rink to J. Tarquini and Sons Paving Co., Springfield, PA, in the amount of $8,000.00; submitting the lowest responsible quote; and

to award a Wearing Course contract for the Richland Park Basketball Court to J. Tarquini and Sons Paving Co., Springfield, PA, in the amount of $8,000.00; submitting the lowest responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Continuation of Citizen's Forum for Non-Agenda Items

No one.

13. New business

Commissioner Hart asked if signs can be posted in different areas encouraging 6 foot social distancing.

Commissioner Lewis asked if pedestrians walk or jog with traffic or against. Chief Viola encourages individuals to use the sidewalks but if in the street go against the traffic. Bicycles go with traffic. They are considered a vehicle.

14. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked the volunteer firefighters that helped with the accident on Steel Road.

Commissioner D'Emilio asked the status of the 476 project.

He thanked Joe Celia for going to visit the Getty Station on the Pike. There are environmental concerns at this site.

Commissioner D'Emilio thanked the Public Works Department; they are doing a great job.

Mario Oliva – 2nd Ward Commissioner

We definitely need to do something at the Steel Road and West Chester Pike location to prevent future accidents.

Commissioner Oliva thanked all residents for wearing masks.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey offered condolences to the Oakmont Fire Company on the passing of one of the firefighters.

Unfortunately, the Annual Spring Fest has been cancelled but a Virtual Spring Fest will happen May 15, 16 and 17th.

He is asking all residents to "hang in there". These are difficult times.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel announced that the CREC will be open on Primary Election Day but encourages everyone to vote by mail.

This year, there will be a limited Memorial Day Ceremony.

Commissioner Siegel thanked all first responders. Stay safe and stay well.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis thanked the residents for their cooperation during this time.

He reminded everyone to properly dispose of masks and gloves and properly dispose of dog waste. Put it in your own trash can.

He also encouraged everyone to vote by mail and to stay safe.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes also encouraged everyone to vote by mail.

He asked if there will be a Work Session on June 1st? As of right now, Commissioner Wechsler does not think so.

Commissioner Holmes told residents to be safe and keep social distancing. This is a time to check in on neighbors.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked Dave Burman, Chief Viola and Dan Mariani. He agrees that the township did make the right call to cancel recreation programs.

He also encouraged everyone to vote by mail.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart also thanked the residents. There have been 35 deaths in Haverford Township. We are seeing more cases.

William F. Wechsler – 9th Ward Commissioner

Even with the pandemic, there are a lot of positives going on. He congratulated all graduates. There was a drive by on his street to celebrate a 65th wedding anniversary. His neighbor that lives behind him survived the virus.

Commissioner Wechsler thanked the Police, Fire, EMS and the Public Works Departments.

15. All Commissioners agreed to adjourn

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Global Agreement
Labor & Material Covered

Maintainable Parts

*Condenser Fan Motor

*Evaporator Fan Motor

*Gas Valves, Draft Motors

*Refrigerant Leaks **(Piping & Coils Excluded)**

*T-Stats

*Safety Controls, Wiring, Contactors

*Bearings, Shafts, Pulleys

*Blower Wheels

*Condenser Blades

*Economizer Motor & Sensor

*Filters & Belts

*Condenser Coil Cleanings

Labor & Material
Not Covered/Billable

Non Maintainable Parts

*Heat Exchanger

*Condenser/Evap Coil

*Circuit Boards

*Duct Work

*Variable Frequency Drives

*Cabinets

*Boiler Refractory Material

*Main Power Service/Disconnects

*Structural Supports

*Electric Heating Elements/Bulbs

*Piping/Tube Bundles/ Boiler Shell

*Valve Bodies

*Oil Storage Tank

- Condensate Pans
- Compressors

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890
PA | NJ | DE | MD | DC

Global Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. There will be a one-time initial deficiency inspection at the commencement of this Agreement. If repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and any other cost.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within Ten (10) days of receipt. Should a payment become Thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, variable frequency drives, building automation, structural supports, piping, tube bundles, oil storage tanks and other similar items are excluded.

8. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.

9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.

11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. In consideration of the nominal charge made for our service, contractor should not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to negligent acts or omissions of our employees.

17. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

18. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.

19. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances; wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Hold Harmless and Indemniffcatton. Vendor, ffor ittselff, itts successors and assigns, hereby agrees, tto tthe ex permitted by law, tto indemniffy, prottectt, deffend and hold harmless tthe Township and tthe Townshipoffcers, attorneys, directtors, employees, electted offcials, agentts, conttracttors, successors and assigns ffrom and againstt and all losses, liabilittes, claims, demands, causes off actton, damages (including consequenttal and/or any otthe damages allowed by law), costts, including attorneys' ffees, and expenses off every kind and natture, whetther or covered by insurance, arising outt off, resulttng ffrom or caused by, in whole or partt, any negligentt actt, errormission or willfful misconductt (whetther or nott such actts or omissions constttutte a violatton off applicable law or off Agreementt) on partt off vendor, itts agentts, employees, offcers,and/or subconttracttors in connectton witth tt Agreementt, including butt nott limitted tto, tthose in connectton witth loss off liffe, bodily injury, personal injury, d tto propertty, conttaminatton or adverse effectts on tthe environmentt, any liabilitty ffor ffnes, ffees or penaltte violattons off any sttattuttes, ordinances, codesrules, regulattons or sttandards applicable tto tthe services perfformed vendor, itts agentts, offcers, employees andor subconttracttors. This obligatton tto indemniffy, deffend and h harmless Haverfford Township, and Haverfford Township offcers, directtors, employees, electted offcials successors and assigns, shall survive tthe tterminatton off tthis Agreementt

Insurance.

Throughoutt tthe liffe off tthis Agreementt, tthe vendor shall pay ffor and mainttain in ffull fforce and effectt v insurance company(ies) admitted by tthe Pennsylvania Insurance Commissioner tto do business in tt Commonwealtth off Pennsylvania and ratted nott less tthan A in tthe mostt currentt available 'sBestty Rattng Guide (ProperttyCasualtty) and provide certtffcattes off insurance and prooff off tthe ffollowing coverages: commercial ger liabilitty, auttomobile liabilitty, sttattuttory workers compensatton and employer's liabilitty; pollutton liabilitty umbrella coverages. Prooff off insurance and certtffcattes off insurance mustt be received by Township beffore any v is tto be perfformed under tthis Agreementt

All policies off insurance shall be endorsed tto include Haverfford Township, itts offcers, agentts, supervisors, elect offcials and employees as Addittonal Insured 's ffor Ongoing and Completted Operattons

Iff att any ttme during tthe tterm off tthis Agreementt, or any exttension tthereoff, tthe vendor ffails tto mainttain tthe insurance in ffull fforce and effectt, all work under tthis Agreementt shall be disconttnued immediattely. Any ffailure mainttain tthe required insurance shall be considered a breach off tthis Agreementt and suffcientt cause ffor Haver Township tto tterminatte tthis Agreementt immediattely upon written nottffcatton tto tthe vendor

Iff tthe vendor subconttractts any portton off tthe work tto be perfformed under tthis Agreementt, tthe vendor shall each subconttracttor tto adhere tto all aspectts off tthis Insurance sectton, written evidence off which shall be provide Haverfford Township prior tto commencementt off work by tthe subconttracttor

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Township of Haverford

Qty	System Component(s)	Manufacturer	Model	Rating	Location
3	Ductless Split System	Daiken	AK18NM	1.5 ton	Roof
1	Package Unit	Daiken	DP5025AHM Ser# FBOU170201435	20 ton	Roof
1	Package Unit	Daiken	DPS007AHM Ser# FBPU170201437	6 ton	Roof
1	Package Unit	Daiken	DPS028AHM Ser# FBOU170201436	25 ton	Roof
4	Exhaust Fans	Cook			
2	Gas Boilers	Aerco Benchmark			
2	Circ Pumps		2 HP		

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TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
1st Ward STEPHEN D'EMILIO
2nd Ward MARIO A OLIVA
3rd Ward KEVIN McCLOSKEY,ESQ.
4th Ward DANIEL SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLER

HAVTT 22605 December 9, 2020

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Veterans Field Improvements
Phase 3 – Field Lighting
Contract No. Rec-29

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Tuesday, December 8, 2020 at 9:00 a.m. for the above referenced contract. The low bidder was Wise Electrical Contractors, LLC of Flourtown, Pa with a base bid amount of $332,500.00. We have recently worked with Wise on another municipal project in the area and found their work to be satisfactory. In addition, we also contacted several of the references provided. All indicated Wise's work was satisfactory.

Based on previous experience and favorable references, we recommend the Township consider awarding the Base Bid in the amount of $332,500.00 to Wise Electrical Contractors, LLC contingent upon their execution of the contract and supply of the required Bonds and Insurance.

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

Sincerely,

PENNONI

David Pennoni, ~~PE~~
Township Engineer

CF/dk

cc: Brian Barrett, Director of Recreation, via email

U:\ Accounts\HAVTT\HAVTT22605 - Veterans Field\DOC PREP\Phase 3-Field Lighting \Bid tab ltr 12-08-2020.doc

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on December 8, 2020

CONTRACT NO. REC-29
VETERANS FIELD IMPROVEMENTS
PHASE 3 - FIELD LIGHTING

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Wise Electrical Contractors LLC PO Box 350 Flourtown, PA 19032		Philips Brothers Electrical Contractors, Inc. 235 Sweet Spring Road Glenmoore, PA 19343		McGoldrick Electric, Inc. 2406 Hirst Terrace Havertown, PA 19083		Greg A. Vietri, Inc. 105 Independence Way Coatesville, PA 19320	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Base Bid										
1	1 LS	Temporary Controls and Restoration	$ 18,000.00	$ 18,000.00	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 6,000.00	$ 6,000.00
2	1 LS	Design, Furnishing and Installation of Field Lighting System	$ 310,000.00	$ 310,000.00	$ 378,900.00	$ 378,900.00	$ 372,000.00	$ 372,000.00	$ 443,000.00	$ 443,000.00
3	150 LF	Installation of additional 1-inch and 2-inch conduit	$ 30.00	$ 4,500.00	$ 20.00	$ 3,000.00	$ -	$0.00	$ 15.00	$ 2,250.00
		TOTAL BID FOR CONTRACT NO.REC-29	**$332,500.00**		**$386,900.00**		**$422,000.00**		**$451,250.00**	
		Acknowledge Addendum 1	Yes		Yes		Yes		Yes	
		Bid Security	10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Alternate										
4	1 LS	De-Energizing and removal of existing Field Lighting System	$ 17,000.00	$ 17,000.00	$ 3,000.00	$ 3,000.00	$ 12,000.00	$ 12,000.00	$ 5,000.00	$ 5,000.00
		TOTAL BID WITH ALTERNATE	**$349,500.00**		**$389,900.00**		**$434,000.00**		**$456,250.00**	

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Carr & Dufff Inc. 2100 Byberry Road Huntingdon Valley, PA 19006		Miller Bros. 301 Alan Wood Road Conshohocken, PA 19428		BSI 416 Stump Road Montgomeryville, PA 18936		A.N. Lych Co., Inc 122 Finkbiner Road Spring City, PA 19475	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Base Bid										
1	1 LS	Temporary Controls and Restoration	$ 45,000.00	$ 45,000.00	$ 29,748.00	$ 29,748.00	$ 59,000.00	$ 59,000.00	$ 125,000.00	$ 125,000.00
2	1 LS	Design, Furnishing and Installation of Field Lighting System	$ 421,000.00	$ 421,000.00	$ 472,421.00	$ 472,421.00	$ 456,500.00	$ 456,500.00	$ 734,000.00	$ 734,000.00
3	150 LF	Installation of additional 1-inch and 2-inch conduit	$ 10.00	$ 1,500.00	$ 12.00	$ 1,800.00	$ 40.00	$ 6,000.00	$ 100.00	$ 15,000.00
		TOTAL BID FOR CONTRACT NO.REC-29	**$467,500.00**		**$503,969.00**		**$521,500.00**		**$874,000.00**	
		Acknowledge Addendum 1	Yes		Yes		Yes		Yes	
		Bid Security	10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Alternate										
4	1 LS	De-Energizing and removal of existing Field Lighting System	$ 10,000.00	$ 10,000.00	$ -	$ -	$ 23,000.00	$ 23,000.00	$ 28,000.00	$ 28,000.00
		TOTAL BID WITH ALTERNATE	**$477,500.00**		**$503,969.00**		**$544,500.00**		**$902,000.00**	

We Declare this to be a true Tabulation of Bids
Received on December 8, 2020 by the Township of Haverford
for Contract No.REC-29 Veterans Field Improvements Phase 3 - Field Lighting

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DAVID G. PENNONI
ENGINEER
No.39235

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 8, 2020 AT 7:00 PM

VIA ZOOM

AGENDA

1. Opening of Meeting

a. **Roll Call**
b. Pledge of Allegiance

2. Police Department – Entry Level Police Officer

Motion: to appoint _____ as an Entry Level Haverford Township Police Officer.

Voting order 1 2 3 4 5 7 8 6 9

3. Township Auditor Update

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

5. David R. Burman – Township Manager Update

6. Approval of Minutes Regular Meeting of May 11, 2020

Motion: to adopt the Regular Meeting Minutes of May 11, 2020.

Voting order 1 2 3 4 5 7 8 6 9

7. Approval of Warrants

Motion: to approve the following warrant #6-2020 totaling $2,718,717.29

General & Sewer Fund Payroll for May 14, 2020 in the amount of $628,613.31

General & Sewer Fund Payroll for May 28, 2020 in the amount of $690,300.49
General Fund disbursements #6-2020 in the amount of $1,185,446.16
Sewer Fund disbursements #6-2020 in the amount of $123,179.89
Community Development Block Grant Fund disbursement #6-2020 in the amount of $41,672.17
Capital Projects Fund disbursement #6-2020 in the amount of $51,827.87
Credit Card Statement ending May 27, 2020 in the amount of $7,677.40

Voting order 1 2 3 4 5 7 8 6 9

8. Ordinance No. P16-2020 Grant of Easement (1st Reading)

Motion: to adopt the first reading of Ordinance No. P16-2020 AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED ON OLD WEST CHESTER PIKE ROAD FOR THE USE BY AQUA PENNSYLVANIA, INC.

Voting order 1 2 3 4 5 7 8 6 9

9. Resolution No. 2180-2020 Land Development – addition to the Sr. High School

Motion: to adopt Resolution No. 2180-2020 approving the Preliminary/Final Land Development Plan for The School District of Haverford Township, Haverford High School, for the property located at 200 Mill Road, Havertown, Haverford Township, Delaware County, and known as D.C. Folio No. 22-07-00521-00 has been submitted to further develop the existing school with a three (3) story, 6,727 square foot classroom addition, a one (1) story, 8,468 square foot music room addition, and the expansion of the existing parking lot. The subject property zoned INS, Institutional and is located in the 7th Ward. The aforesaid plans were prepared by Gilmore & Associates, Inc., Engineering & Consulting Services, Langhorne, PA, dated January 17, 2020, and last revised on March 26, 2020; subject to the recommendations of the Planning Commission.

Voting order 1 2 3 4 5 7 8 6 9

10. Resolution No. 2181-2020 DUI Grant Application

Motion: to adopt Resolution No. 2181-2020 authorizing the submission of a DUI Grant Application and further authorizing the Township Manager to sign on its behalf.

Voting order 1 2 3 4 5 7 8 6 9

11. <u>Lease Agreement with Manoa Fire Company</u>

Motion: to approve a Lease Agreement by and between the Manoa Fire Company (Landlord) and the Township of Haverford (Tenant) to locate ambulance and its crew which will operate within the township; the annual rent shall be $15,000.00

Voting order 1 2 3 4 5 7 8 6 9

12. Continuation of Citizen's Forum for Non-Agenda Items

13. New business

14. Other business

15. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 8, 2020 AT 7:00 PM

VIA ZOOM

MINUTES

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting.**

   a. **Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Recreation Director, Rick Maclary, IT Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer, Dave Pennoni, Township Engineer and Janet Boccella, Administrator, Civil Service Commission.

   Commissioner Wechsler stated that yesterday, Sunday, June 7, 2020 was a historic day. We had peaceful and respectful protest in town. He thanked all the students that organized and led the protest. He thanked the Police Department and EMS.

   b. **Pledge of Allegiance**

2. **Police Department – Entry Level Police Officer**

   Mrs. Janet Boccella, Administrator, Civil Service Commission read the next three names on the list: Thomas Murtha, Justin Davis and Joseph Adamski.

   Motion made by Commissioner D'Emilio and seconded by Commissioner Hart to appoint Thomas Murtha as an Entry Level Haverford Township Police Officer.

   Roll Called.

   All 9 Commissioners voted for Thomas Murtha: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

3. Township Auditor Update – Mr. Anderson indicated that he reviewed the warrants and expenditures, he raised certain questions. His concerns were answered to his satisfaction.

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Mr. Wechsler indicated that Mr. Burman received numerous complements from residents thanking the Police Department, the protesters and the young students that organized and led the protest.

Eric Horst – submitted a letter regarding the FOP.

Megan Sack asked two questions: what is the township doing to promote minority businesses and how does someone organize a protest?

Commissioner Wechsler indicated that the township works with the Haverford Partnership for Economic Development. We all are focused on all types of businesses. At the next HPED Meeting, he asked Commissioner McCloskey to discuss an outreach program.

Anthony Morinelli submitted a film on Karakung Drive to be shown during the meeting. Unfortunately, due to meetings being Zoomed, he will check with the IT Department to have it posted on You Tube.

A resident inquired about the maintenance and lawn care at the Brookline School. Mr. Wechsler indicated that this was temporarily suspended while the tank was being removed.

Resident asked about the flags at the township building; specifically, the flag with the thin blue line. Chief Viola indicated that the flag represents over 22,000 police officers that passed away and it is in memory of them.

5. David R. Burman – Township Manager Update - see attachment

6. Approval of Minutes Regular Meeting of May 11, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Siegel to adopt the Regular Meeting Minutes of May 11, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner to approve the following warrant #6-2020 totaling $2,718,717.29

General & Sewer Fund Payroll for May 14, 2020 in the amount of $628,613.31
General & Sewer Fund Payroll for May 28, 2020 in the amount of $690,300.49
General Fund disbursements #6-2020 in the amount of $1,185,446.16
Sewer Fund disbursements #6-2020 in the amount of $123,179.89
Community Development Block Grant Fund disbursement #6-2020 in the amount of $41,672.17
Capital Projects Fund disbursement #6-2020 in the amount of $51,827.87
Credit Card Statement ending May 27, 2020 in the amount of $7,677.40

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8. Ordinance No. P16-2020 Grant of Easement (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P16-2020 AUTHORIZING THE TOWNSHIP TO ENTER INTO AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED ON OLD WEST CHESTER PIKE ROAD FOR THE USE BY AQUA PENNSYLVANIA, INC.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Resolution No. 2180-2020 Land Development – addition to the Sr. High School

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt Resolution No. 2180-2020 approving the Preliminary/Final Land Development Plan for The School District of Haverford Township, Haverford High School, for the property located at 200 Mill Road, Havertown, Haverford Township, Delaware County, and known as D.C. Folio No. 22-07-00521-00 has been submitted to further develop the existing school with a three (3) story, 6,727 square foot classroom addition, a one (1) story, 8,468 square foot music room addition, and the expansion of the existing parking lot. The subject property zoned INS, Institutional and is located in the 7th Ward. The aforesaid plans were prepared by Gilmore & Associates, Inc., Engineering & Consulting Services, Langhorne,

PA, dated January 17, 2020, and last revised on March 26, 2020; subject to the recommendations of the Planning Commission.

Commissioner Holmes raised questions on the waivers. He is suggesting the h be deleted on the waiver. Commissioner Siegel and Commissioner Quinn accepted the change.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart and Wechsler.

Commissioner Holmes voted No.

10. Resolution No. 2181-2020 DUI Grant Application

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2181-2020 authorizing the submission of a DUI Grant Application and further authorizing the Township Manager to sign on its behalf.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Lease Agreement with Manoa Fire Company

Motion made by Commissioner Hart and seconded by Commissioner Quinn to approve a Lease Agreement by and between the Manoa Fire Company (Landlord) and the Township of Haverford (Tenant) to locate ambulance and its crew which will operate within the township; the annual rent shall be $15,000.00

Commissioner D'Emilio recused himself; he is the President of Manoa Fire Company. Commissioner Wechsler disclosed membership. He did not recuse himself. He has no fiduciary interest.

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Continuation of Citizen's Forum for Non-Agenda Items – no one

13. New business

Commissioner Oliva indicated that Hilltop Baseball wants to begin. Mr. Burman (see attachment) read what is allowed and what is not during the Yellow Phase.

14. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked the West Gate Hill Civic Association for organizing a candlelight vigil for George Floyd.

Yesterday's protest was beautiful. Commissioner D'Emilio thanked the Police Department and EMS.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva congratulated all the graduates and stated this was a difficult year for them.

He also indicated that the protest was peaceful and liked how everyone handled themselves.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey was glad that we all participated in yesterday's protest. Black Lives Matter. We have to learn to be anti-racist, being comfortable in an uncomfortable situation. The first thing someone must do is acknowledge there is a problem.

Now that we are in the yellow phase, local businesses need our support.

Dan Siegel, Esquire – 4th Ward Commissioner

July 4th is a celebration – the value of the constitution. The Freedom of Speech. He is glad conversations are now open.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis is proud of our community. What has happened is tragic; death/murder.

Ardmore Avenue Bridge – was halted then resumed. We are now looking at early Fall.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that two good things happened this week: Tuesday was the Primary. He thanked Dave Burman for all his help with both parties.

We had a peaceful protest yesterday. We are taking affirmative action.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn is proud to serve with all of the Commissioners.

We shine. Chief Viola and Deputy Chief Hagan are the best.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart stated that 30 years ago, he, his wife and two young children moved here. They adopted three African – American children. He can't understand what it is like to walk in their shoes. He did quote Kareem Abdul Jabbar – racism is like dust in the air. It is still there. It will come down to how we interact with others.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler was amazed with the passion and activism of the young students that organized the protest. They see no limitations. We do have more work to do.

Commissioner Wechsler thanked everyone for responding to residents.

15. All Commissioners agreed to adjourn.

Attachment

1. COVID-19 Statistics

   As of June 8, 2020, the Pennsylvania Department of Health reports 75,943 positive cases COVID-19 in Pennsylvania, with 5,953 deaths.

   Through the Chester County Health Department, Delaware County reports 6,754 cases of COVID-19 and 651 deaths in Delaware County. The County also reports 660 cases of COVID-19 in Haverford Township, with 54 deaths.

2. Yellow Phase

   As you know, this past Friday Delaware County moved into the Yellow Phase of Governor Wolf's Plan for Reopening Pennsylvania. During the Yellow Phase, the Township Building Lobby will remain open by appointment only. Please visit our website for additional information or dial 610-446-1000 between 8 AM and 4 PM Monday through Friday for personal attention.

3. Public Works has returned to "normal" operations.

   Brush collection resumed today. As I menionted last month, we collect only untreated wood products such as sticks, branches, brush, and wood chips. Also as announced through social media and constant contact, our supplier requires brush to be delivered free of bags, twine and debris. No grass, No Railroad Ties, No Dirt or Soil, No

leaves, No Twine, No Bags. The easiest and best way to prepare your brush is to pack it loosely in your trash cans or other containers, with a weight limit of 40 lbs per container.

4. The Township's no-contact drop-off shredding event will take place on Saturday, July 11 from 8 AM to 11 AM here at the Township Building – Enter from Darby Road, exit onto Manoa Road. During the event, we'll ask you to remain in your vehicle. Simply place all of your shredding materials in the trunk of your vehicle and we will quickly remove it and place it into the shredding equipment for you to see. Our goal is to move as quickly as possible while maintaining social distance.

5. Unemployment

   The U.S. Bureau of Labor Statistics reports that the unemployment rate for Haverford Township skyrocketed from 4% in March to 11.1% in April. About 3,000 residents were unemployed in April, out of a total labor force of nearly 27,000.

   To help serve the needs of our community, over 150 residents donated non-perishable food items to our non-contact food collection events at the CREC. These events will take place every Wednesday --- again at the CREC --- from 8 AM to 11 AM and again from 3 PM to 6 PM. A very big thank you to Kirsten Taylor and Jesse Hart of our Parks

& Recreation Department for leading this effort in support of food banks right here in Haverford Township.

6. Blood Drive.

   Last month we hosted a very successful 2-Day Blood Drive at the CREC. Both days were completely full. Because the CREC provides an ideal spot to host blood drives while allowing for social distance, we have scheduled another blood drive for Tuesday, June 16th from 2 PM to 7 PM. Spots are filling up fast, so please visit https://www.redcrossblood.org/ to schedule your appointment. Once again, a huge thank you to Eileen Mottola of our Parks & Recreation Department and our Chief of Emergency Medical Services Jim McCans for leading this effort.

7. Restaurants and Outdoor Dining

   With input from the Haverford Partnership for Economic Development, the Township continues to be as business-friendly as possible during Governor Wolf's Plan for Reopening. We are working to maximize available space for outdoor dining and expediting permit applications to help restore the economic vitality and quality of life here in the Township, and we will work with business owners to help in any way we can during the recovery. We realize that we're all in this together.

8. Taxes

As you know, the Township previously extended the Discount Period for the payment of real estate taxes to May 31, 2020 and the Face Period to August 31, 2020. Therefore, the Face Amount is currently due. This is very important: Citizens Bank is no longer accepting tax payments at their branches. To ensure proper credit, please mail all payments directly to the Finance Department at the Township Building, 1014 Darby Road, Havertown, PA 19083. If you need a stamped receipt, please include a self-addressed, stamped envelope. If you have any questions, please feel call the Finance Department at 610-446-1000 x2242/2240.

9. Next Month's Meeting

Gatherings and events, such as Board of Commissioners meetings, are limited to a maximum of 25 people. With nine commissioners and limited Township staff, there is very little room for public input. With all of that said, we will be working on a plan to bring the Commissioners together beginning in July, while still respecting the need for social distance. We will provide more information on that in the coming weeks.

Attachment

Good afternoon. In determining which outdoor facilities would be open during the Yellow Phase, we considered guidance from a number of sources including CDC, PA Department of Health, Pennsylvania Parks & Recreation Society (PRPS), the United States Tennis Association (USTA), and others. We considered our ability to ensure that community members will adhere to CDC guidelines, including the use of PPE, physical distancing, encouraging proper hygiene, etc.

This is a fluid situation, and we are taking a methodical approach that will allow us to adjust mitigation and control measures as the situation changes. Of course, public health and safety is our top priority.

In general, CDC discourages most organized activities and sports such as basketball, baseball, soccer, and football that are held on park fields, open areas, and courts during times in which individuals are encouraged or required to practice social distancing. These activities and sports typically require coaches and athletes who are not from the same household or living unit to be in close proximity, which increases their potential for exposure to COVID-19.

With that background, here is our detailed rationale about each type of facility during the Yellow Phase:

Tennis Courts: Play is generally allowed but caution should be used to minimize incidental contact. USTA has issued clear guidelines for playing tennis safely during the COVID-19 Pandemic. The same guidelines would apply to Pickleball Courts.

Skate Park at Merry Place: Open with restrictions. PRPS indicates low risk of contact, if limited to 25 people per facility. Since our skate park is rather small, we are limiting the occupancy to 15 people. Others must maintain physical distance.

Trails: Open.

Playground Equipment: Closed. PRPS indicates that public playgrounds may be used only by supervised child care and summer programs, following CDC guidelines which include ensuring proper hygiene and cleaning / sanitizing equipment. We are not running our summer programs, so the playground equipment remains closed.

Basketball Courts: Closed. PRPS guidance suggests that basketball has frequent physical contact. Organized games are not permitted in this phase. While smaller groups might be acceptable, our experience tell us that it is not feasible to expect group sizes to remain small and players will not practice proper hygiene and social distancing.

Playing Fields: Closed. PRPS indicates that organized team sports are not permitted in the yellow phase. Although same household members may play pickup games on open fields, our experience tells us that allowing this would lead to an immediate demand for little leagues and other organized sports to conduct practices. We have no mechanism to monitor this type of scenario. Therefore, playing fields should remain closed.... (although we are not actively looking for a couple of friends playing catch or throwing the Frisbee around).

Pavilions and Restrooms: Closed. We are unable to meet CDC requirements for daily restocking, cleaning and sanitizing.

Dog Park: Open. Occupancy limited to 15.

As stated earlier, this is a fluid situation. We will continue to monitor and adjust (more or less restrictive), should the situation warrant.

From: Haverford Township [mailto:info@havtwp.org]
Sent: Thursday, June 4, 2020 4:36 PM
To: bwechsler@havtwp.org
Subject: Haverford Township - "Yellow Phase"

Having trouble viewing this email? Click here

Hi, just a reminder that you're receiving this email because you have expressed an interest in Township of Haverford. Don't forget to add info@havtwp.org to your address book so we'll be sure to land in your inbox!

You may unsubscribe if you no longer wish to receive our emails.

Like

Haverford Township COVID-19 Update - Yellow Phase June 4, 2020

Governor Wolf has announced that Delaware County may move into the Yellow Phase of the Governor's Plan for Reopening at midnight tonight. See below for information about what this means for parks and restaurants in Haverford Township...

What does the Yellow Phase mean for Haverford Township Parks?

We encourage residents to enjoy the outdoors while continuing to practice social distancing, wearing masks when appropriate, avoiding large groups and engaging in other permitted activities.

Yellow Phase - Friday, June 5, 2020

Tennis Courts: Open with restrictions.

Pickleball Courts: Open with restrictions.

Skate Park at Merry Place: Open with restrictions.

Trails: Open.

Playground Equipment: Closed.

Basketball Courts: Closed.

Playing Fields: Closed.

Pavilions and Restrooms: Closed.

Dog Park: Open. Occupancy limited to 15.

Green Phase - Date To Be Determined

All outdoor facilities will reopen, including pavilions and restrooms. Some restrictions will remain.

Call 610-446-9398 or visit our website for more information.

Outdoor Dining May Resume

Yellow Phase - Friday, June 5, 2020

With input from the Haverford Partnership for Economic Development, the Haverford Township Administration has developed a plan to assist our restaurants in maximizing available space for outdoor dining, while adhering to the

Guidance for Businesses in the Restaurant Industry Permitted to Operate During the COVID-19 Disaster Emergency to Ensure the Safety and Health of Employees and the Public issued by the Commonwealth of Pennsylvania on May 27, 2020.

In the short-term, Township staff will streamline the review and approval of applications for outdoor dining. Permit fees will be waived temporarily. The Township will adjust parking lanes and pedestrian walkways in some of our business districts. We will continue to work with restaurant owners and HPED to make this reopening as easy and productive as possible.

Green Phase - Date To Be Determined

In the longer term, we are exploring options that might allow restaurants to expand outdoor seating areas temporarily, without adversely affecting nearby residents. There are many concerns to be addressed: proximity to residential areas, weather, food safety, social distancing, noise, etc.

Our goal is to help restore the quality of life and economic vitality of Haverford Township, while continuing to protect the health, safety and welfare of the community. Please stay tuned as our plan evolves...

Township of Haverford, 1014 Darby Road, Havertown, PA 19083

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HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JULY 13, 2020 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Township Auditor Update**

3. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

4. **Commissioner Committee Updates**

5. **David R. Burman – Township Manager's Update**

6. **Aimee M. Cuthbertson - County Reassessment Update**

7. **Approval of Minutes** **Regular Meeting Minutes of June 8, 2020**

Motion: to approve the Regular Meeting Minutes of June 8, 2020.

Voting order 1 2 3 4 5 7 8 6 9

8. **Approval of Warrants**

Motion: to approve the following warrant #7-2020 totaling $4,678,741.31

General & Sewer fund Payroll for June 11, 2020 in the amount of $1,016,842.04
General & Sewer fund Payroll for June 25, 2020 in the amount of $717,294.98
General & Sewer fund Payroll for July 9, 2020 in the amount of $608,730.98
General Fund disbursements #7-2020 in the amount of $1,627,864.85
Sewer Fund disbursements #7-2020 in the amount of $464,310.82
Community Development Block Grant Fund disbursement #7-2020
in the amount of $155,014.91

Capital Projects Fund disbursement #7-2020 in the amount of $72,268.37
Credit Card Statement ending June 27, 2020 in the amount of $16,414.36

Voting order 1 2 3 4 5 7 8 6 9

9. <u>Ordinance No. P16-2020</u> Grant of Easement (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P16-2020 AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED ON OLD WEST CHESTER PIKE ROAD FOR THE USE BY AQUA PENNSYLVANIA, INC.

Voting order 1 2 3 4 5 7 8 6 9

10. <u>Ordinance No. P17-2020</u> Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P17-2020 authorizing traffic restrictions on the following highway:

<u>Establish Special Purpose Parking</u>

In front of 436 Brookline Boulevard
In front of 23 W. Wilmont Avenue

<u>Rescind Highway Closed to Certain Vehicles</u>

Grove Place – from Manoa Road to the Upper Darby Township line

Voting order 1 2 3 4 5 7 8 6 9

11. <u>Resolution No. 2182-2020</u> Agreement with Haverford Township and PaDot Electronic Access for PA Crash Information Tool

Motion: to adopt Resolution No. 2182 – 2020 authorizing David R. Burman, Township Manager to enter into and execute an agreement with PaDot for Electronic Access for PA Crash Information.

Voting order 1 2 3 4 5 7 8 6 9

12. Purchase

The Skatium – New Doors

Motion: to approve the purchase, installation and replacement of exterior front and side doors in the amount of $15,950.00 to Stanley Access Technologies, Trenton, NJ submitting the lowest, responsible quote.

Voting order 1 2 3 4 5 7 8 6 9

13. Contract Awards

Abatement of Former Brookline Elementary School

Motion: to award the Abatement of the former Brookline Elementary School contract to Advanced Environmental Contractors, Philadelphia, PA, in the amount of $149,800.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

South Ardmore Parking Lot Improvements

Motion: to award the South Ardmore Parking Lot Improvements contract to Premier Concrete, Inc., Broomall, PA in the amount of $116,925.00; submitting the lowest responsible bid. *Funding from CDBG".

Voting order 1 2 3 4 5 7 8 6 9

Improvements to the Federal School

Motion: to formally reject BIDS for Contract No. R-30, Improvements to the Federal School.

Voting order 1 2 3 4 5 7 8 6 9

14. Continuation of Citizen's Forum for Non-Agenda Items

15. New business

16. Other business

17. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MINUTES
MONDAY, JULY 13, 2020 AT 7:00 PM

1. **Opening of Meeting - William F. Wechsler, President, opened the meeting.**

   a. **Roll Call – 8 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel (via Zoom), Lewis, Quinn, Hart and Wechsler.**

   Commissioner Holmes arrived after roll call.

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, Assistant Township Manager, Chief John Viola, Chief Jim McCans, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Parks & Recreation Director, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

   b. **Pledge of Allegiance**

2. **Township Auditor Update – Mr. Anderson reviewed the expenses and warrants. His questions were answered to his satisfaction.**

3. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

Speakers submitted their comments via email.

Anthony Morinelli

Mr. Morinelli's comments related to the neglect of care along Karakung Creek and the Haverford mountain.

Mitchell Cron – 2928 Morris Road

When are the Boards and Commissions going to resume?

Anthony Lazario – 117 Sycamore Road

We are all concerned with the lantern flies.

Responses

Mr. Burman reported that Parks Maintenance did spend one day clearing weeds on Karakung Drive. They are also responsible for maintaining all parks.

Commissioner Wechsler did state that the Zoning Hearing Board are meeting in person, Planning and the Historical Commission are meeting through Zoom. They have guidelines they need to follow.

Mr. Burman stated that residents can band their trees to help with the lantern flies but one needs to be careful that other insects and birds do not adhere to the tape.

Some insecticides are questionable.

4. Commissioner Committee Updates

Commissioner D'Emilio and the Police Committee met with Chief Viola and Deputy Chief Hagan regarding Mr. Floyd. Chief Viola presented a handout listing police policies when encountering problem calls. – see attached

Commissioner Hart met with an Ad Hoc committee to discuss possible uses of the Brookline School.

5. David R. Burman – Township Manager's Update – see attached

6. Aimee M. Cuthbertson - County Reassessment Update

The reassessment letter everyone received is only an indication of what residents could sell their home for. Appeals need to be made by September 1st. The county, township and school district will need to reset their current millage rates before approving any tax increases in 2021. The limit of tax increase following a reassessment is 10%.

7. Approval of Minutes Regular Meeting Minutes of June 8, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of June 8, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #7-2020 totaling $4,678,741.31

General & Sewer fund Payroll for June 11, 2020 in the amount of $1,016,842.04
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Capital Projects Fund disbursement #7-2020 in the amount of $72,268.37
Credit Card Statement ending June 27, 2020 in the amount of $16,414.36

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Ordinance No. P16-2020 Grant of Easement (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to adopt the second reading of Ordinance No. P16-2020 AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED ON OLD WEST CHESTER PIKE ROAD FOR THE USE BY AQUA PENNSYLVANIA, INC.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

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Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P17-2020 authorizing traffic restrictions on the following highway:

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In front of 436 Brookline Boulevard
In front of 23 W. Wilmont Avenue

Rescind Highway Closed to Certain Vehicles

Grove Place – from Manoa Road to the Upper Darby Township line

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Resolution No. 2182-2020 Agreement with Haverford Township and PaDot Electronic Access for PA Crash Information Tool

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2182 – 2020 authorizing David R. Burman, Township Manager to enter into and execute an agreement with PaDot for Electronic Access for PA Crash Information.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

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Motion made by Commissioner Hart and seconded by Commissioner Oliva to approve the purchase, installation and replacement of exterior front and side doors in the amount of $15,950.00 to Stanley Access Technologies, Trenton, NJ submitting the lowest, responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Contract Awards

Abatement of Former Brookline Elementary School

Motion made by Commissioner Hart and seconded by Commissioner Quinn to award the Abatement of the former Brookline Elementary School contract to Advanced Environmental

Contractors, Philadelphia, PA, in the amount of $149,800.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

South Ardmore Parking Lot Improvements

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Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Improvements to the Federal School

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to formally reject BIDS for Contract No. R-30, Improvements to the Federal School.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Continuation of Citizen's Forum for Non-Agenda Items

No one.

15. New business

No new business.

16. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio offered condolences to the family of Ken KC Berry, Haverford Township employee that passed away.

Commissioner D'Emilio thanked all first responders in the township. He thanked the Police Committee for meeting with Chief Viola and Deputy Chief Hagan.

Commissioner D'Emilio thanked Mr. Burman and Mr. Celia for their help with the Getty station on West Chester Pike.

He asked Mr. Barrett for an update on the Bailey Park trash issue. Mr. Barrett did visit the basketball court and did find a lot of trash. He cleaned it up and did speak with some that were playing and reminded them to use the trash cans.

Mario Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked the Chief for the police guidelines. The police are policing themselves.

Commissioner Oliva asked Township Solicitor Jim Byrne if the size of lawn signs can be regulated. He noted the one on the corner of Lawrence and Eagle Roads. Commissioner Byrne indicated that they are difficult to regulate. It is someone's 1st Amendment Right.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey indicated that we are all in this together. The township is continuing business as "normal" as possible. We need to stay in the green phase. He emphasized to please wear a mask.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel, via Zoom, echoed what Commissioner McCloskey said. Protect yourself and others. He hopes to attend next month's meeting in-person.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis announced that 5th Ward resident and a college professor and two of his students have begun a private/public partnership to fund the purchase of solar panels for the CREC and Skatium. This is an exciting project. They are looking to others to help with this feasibility study.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes also thanked Chief Viola for the police policies. He reminded Chief Viola that he needs to be prepared for questions during the 2021 budget process.

Commissioner Holmes thanked the Public Works Department for all they are doing during this pandemic time.

With all of the detours going on, he reminded everyone to please drive carefully.

He thanked the County, the township and Police Department for up to the minute information during this time.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also thanked the Police Department for keeping us safe.

He also reminded everyone to not speed.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart reminded everyone to stay healthy and remember the 3 W's: Wash hands, Watch distancing and Wear mask.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler stated everyone is going a great job!

Before the Board adjourned, he asked everyone to stand for a "Moment of Silence" for KC Berry who was tragically killed at the yard.

17. All Commissioners agreed to adjourn.

Haverford Township Police Department

Ban Chokeholds & Strangleholds

The use of neck restraint techniques or similar control techniques shall not be used by officers. The use of neck restraint techniques are not a permitted method of restraint except in circumstances of extreme urgency. I.E.- Officers are in a life or death confrontation with a suspect

Require De-Escalation

De-escalation has been a guiding principle at the Haverford Township Police Department's response to resistance training for years. HTPD officers will assess options, utilize de-escalation techniques and will only apply force that is objectivity reasonable to effectively bring an incident under control while protecting the officers and others. The use of force will be in accordance with the Haverford Township Police Department's training.

Require Warning Before Shooting

Unfortunately deadly force incidents can unfold very rapidly and may require split- second reactions that would prohibit the practicality of verbal warnings. The Haverford Township Police Department Use of Force Policy states that if feasible an officer should give a verbal warning before using or attempting to use deadly force.

Exhaust All Other Means Before Shooting

It is the policy of the Haverford Township Police Department that police officers shall only utilize the force necessary to affect lawful objectives in conformance to the provisions of the Pennsylvania Crimes Code (Title 18 Pa. C.S.A), other Pennsylvania statutory provisions, and applicable Pennsylvania and Federal Court decisions. Unreasonable force is prohibited. It's neither practical nor safe to require attempts at force options that are likely to be ineffective in cases when officers or other parties face an imminent threat of serious bodily injury or death.

Duty to Intervene

The Haverford Township Police Department recognizes and respects the value and special integrity of each human life. In vesting police officers with the lawful authority to use force to protect the public welfare, a careful balancing of all human interests is required. The Haverford Township Police Department Police Department's commitment to protection of all persons regardless of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and/or marital status. The Haverford Township Police Department recognizes the moral and legal obligation endowed upon them concerning the welfare of an individual's life and liberty, that not only requires, but demands that an officer(s) take action to prevent or stop any member of the Department or another Law Enforcement Agency Officer from conducting, completing, or continuing any act that violates law, policy, is unethical, or fails to act such as render aid (medical or otherwise) which may harm another person or property.

Haverford Township Police Department

Ban Shooting At Moving Vehicles

Haverford Township Officers Police officers will not discharge a firearm at, or from a moving vehicle except as a last resort to prevent imminent death or serious bodily injury to the officer or another. Safety to the public is paramount. An officer threatened by an oncoming vehicle must use every reasonable effort to move out of the path of the vehicle.

Require Use Of Force Continuum

Officers receive extensive de-escalation training and are taught to only use the amount of force that is reasonably necessary in response to the perceived threat.

Required Comprehensive Reporting

All use of force incidents are required to be reported, documented and a reviewed by a chain of supervisors to determine that if the force used was proper and necessary.

The mission of the Haverford Township Police Department is to improve the quality of life throughout the Township by providing a secure community environment through the delivery of police services in an efficient and effective manner.

We, the Haverford Township Police Department, are dedicated to protecting all persons, and fostering a positive relationship of cooperation and understanding between the Police Department and the citizens of Haverford Township.

1. Economic Impact of the COVID-19 Pandemic -How Can Residents Help?

   The U.S. Bureau of Labor Statistics preliminarily reports a 9.5% unemployment rate for Haverford Township during the month of May. More than 2,500 residents were unemployed during May (out of a labor force of about 27,000).

2. Just last week, over 110 residents donated non-perishable food items to our non-contact food collection events at the CREC.

   These items are delivered to food banks right here in Haverford Township. These events will continue every Wednesday ---again at the CREC ---from 8 AM to 11 AM and again from 3 PM to 6 PM. A very big thank you to Kirsten Taylor and Jesse Hart of our Parks & Recreation Department for leading this effort.

3. The Township's no-contact drop-off shredding event took place last Saturday here at the Township Building. We had an incredibly busy morning ---more than 300 residents participated, delivering approximately 15,000 pounds of paper to be shredded and then recycled.

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, August 3, 2020

7:00 P.M.

Dr. E. John Wherry – COVID-19 Presentation

Presentation by David Pennoni, Township Engineer – Annual MS-4 report

Presentation by Mark Pennington: Shade Tree Ordinance

Police Department – Crime Update

Commissioner Committee Updates

Next Week:

Ordinance No. P10-2020	**Shade Trees (1st Reading)**
Ordinance No. P17-2020	**Traffic (2nd Reading)**
Ordinance No. P18-2020	**Traffic (1st Reading)**

Finance Department – Amendments to the 457 (b) Deferred Compensation Plan

2021 Budget Adoption Schedule

Contract Awards:

Contract for Professional Services By and Between the Township of Haverford and Pennoni Associates

2020 – 2021 Salt Contract – BID Opening, Monday, August 3, 2020

Harvard Road Improvements – BID Opening, Tuesday, August 4, 2020

Basketball and Tennis Court Improvements - – BID Opening, Tuesday, August 4, 2020

REVISED #14

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, AUGUST 10, 2020 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Township Auditor Update**

3. **Commissioner Committee Update – Update on the Library**

4. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

5. **Amy Moskowitz – Upcoming Library Events**

6. **David R. Burman – Township Manager's Update**

7. **Approval of Minutes** **Regular Meeting Minutes of July 13, 2020**

Motion: to approve the Regular Meeting Minutes of July 13, 2020.

Voting order 1 2 3 4 5 7 8 6 9

8. **Approval of Warrants**

Motion: to approve the following warrant #8-2020 totaling $2,741,581.86

General & Sewer fund Payroll for July 23, 2020 in the amount of $620,341.23
General & Sewer fund Payroll for August 6, 2020 in the amount of $602,619.90
General Fund disbursements #8-2020 in the amount of $1,226,578.86
Sewer Fund disbursements #8-2020 in the amount of $106,542.01
Community Development Block Grant Fund disbursement #8-2020
in the amount of $64,557.91

Capital Projects Fund disbursement #8-2020 in the amount of $98,234.78
PA Office of UC Benefits (ACH) – 2ND Qtr 2020 in the amount of $16,573.04
Credit Card Statement ending July 27, 2020 in the amount of $6,134.13

Voting order 1 2 3 4 5 7 8 6 9

9. Finance Department – 457 (b) Deferred Compensation Plan (amendments)

Motion: to adopt amendments to Section 457(b) Deferred Compensation Plan for voluntary employee retirement savings.

Voting order 1 2 3 4 5 7 8 6 9

10. Approval of 2021 Budget Adoption Schedule

Motion: to approve the 2021 Budget Adoption Schedule.

Voting order 1 2 3 4 5 7 8 6 9

11. Ordinance No. P17-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P17-2020 authorizing traffic restrictions on the following highway:

Establish Special Purpose Parking

In front of 436 Brookline Boulevard
In front of 23 W. Wilmont Avenue

Rescind Highway Closed to Certain Vehicles

Grove Place – from Manoa Road to the Upper Darby Township line.

Voting order 1 2 3 4 5 7 8 6 9

12. Ordinance No. P18-2020 **Traffic (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P18-2020 authorizing and/or rescinding traffic restrictions on the following highway.

STICKER PARKING ONLY: RESCIND: Park Road South Side Between Darby Road and Lansdowne Road.

Voting order 1 2 3 4 5 7 8 6 9

13. Resolution No. 2184-2020 **DCED Grant Application for Dog Park**

Motion: to adopt Resolution No. 2184-2020 approving the Parks and Recreation Department to file a grant application in the amount of $25,000 to the Department of Community and Economic Development for improvements to the Dog Park at Haverford Reserve and to designate Brian Barrett, Director, Parks and Recreation to execute all documents and agreements.

Voting order 1 2 3 4 5 7 8 6 9

14. Resolution No. 2185-2020 **H20 PA – Water Supply, Sanitary Sewer and Storm Water Project Grant Application**

Motion: to authorize the Township of Haverford to file a H20 PA – Water Supply, Sanitary Sewer and Storm Water Project grant in the amount of $3,318,655 from the Commonwealth Financing Authority to be used for Chatham Glen Infrastructure Improvements and to authorize David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Finance Director to execute all documents and agreements.

Voting order 1 2 3 4 5 7 8 6 9

15. Legal

Motion: to authorization the Solicitor to file a Petition for Allocatur with the Pennsylvania Supreme Court in the matter of Baribault v. Haverford Township, and Haverford Township Zoning Hearing Board.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to authorize the Township Manager to enter into a renewal with the Main Line ERUV Corporation of the contract entered into on August 14, 1995.

Voting order 1 2 3 4 5 7 8 6 9

16. Contract Awards:

Professional Services

Motion: to approve a Contract for Professional Services By and Between the Township of Haverford, a political subdivision of the Commonwealth of Pennsylvania and Pennoni Associates, hereinafter referred to as the "Engineer", for a maximum compensation up to Fifty thousand ($50,000) Dollar for the years 2019 and 2020 CDBG Project (Haverford Road Busway Crossing).

Voting order 1 2 3 4 5 7 8 6 9

Public Works

2020-2021 Salt Contract

Motion: to award the 2020-2021 Salt Contract to Eastern Salt Company, in the amount of $50.35 per ton; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

Harvard Road Improvements

Motion: to award the Harvard Road Subdivision/Completion of Public Improvements contract to Premier Concrete, Broomall, PA, in the amount of $91,400.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

Basketball and Tennis Court Improvements

Motion: to award the Basketball/Tennis Court Rehabilitation Improvements contract to Gessler Construction, Media, PA, in the amount of $217,500.00 (base bid plus Alternate No. 2); submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

17. Continuation of Citizen's Forum for Non-Agenda Items

18. New business

19. Other business

20. Adjourn

REVISED #14

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, AUGUST 10, 2020 AT 7:00 PM

1. Opening of Meeting – William F. Wechsler, President, opened the meeting.

a. Roll Call – all 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

b. Pledge of Allegiance

2. Township Auditor Update – Township Auditor, Ross Anderson, reviewed the disbursements and warrants, raised certain questions and found no irregularities.

3. Commissioner Committee Update – Update on the Library

Commissioner Hart announced that the Brookline Ad Hoc Committee will be meeting on August 31st at 7:00 p.m.

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

The following are individuals that have experienced sanitary storm damage and flooding issues to their homes during this recent storm:

Denise Donner's sons home: 2449 Wynnefield Drive

Matt Shields – Wynnefield Drive

John and Kerry Jones – 2443 Wynnefield Drive

Megan Kahn – 329 Spring Road – flooding

Mr. & Mrs. McClelland – 307 Virginia Avenue

Mr. Leyden– 321 Virginia Avenue

Another individual questioned the recent newsletter that arrived in the mail. This could be done in house.

END OF CITIZENS FORUM

Responses

Commissioner Wechsler indicated that the township is studying what we can do. Mr. Burman indicated that dozens of homes have been damaged. Mr. Pennoni indicated that the township has two different systems.

Commissioner Wechsler stated that the newsletter is published by Franklin Maps and is not a township publication. They are an advertising firm and this is legal.

5. Amy Moskowitz – Upcoming Library Events

Ms. Moskowitz welcomed everyone back to the library. They are adhering to social distancing procedures with special times for seniors, patrons need to wear masks, meeting rooms are closed, 4 computers are available (by appointment only).

Many outdoor activities will be held in August at Merwood Park. Twenty-five individuals are permitted.

6. David R. Burman – Township Manager's Update

Mr. Burman's update was on the storm that has caused life changing situations for families. The township received hundreds of calls pertaining to flooding, sanitary backups, down wires and trees, water rescues by boat and a structure fire. The list of claims has been given to our insurance company to review. PECO, fortunately, was able to restore power in a timely manner. A few roads are still closed due to sink holes.

Commissioner Siegel announced that the 4th Ward had extensive power outages.

Commissioner Holmes asked that a Resolution be passed tonight declaring a disaster. Delaware County already declared a disaster.

7. Approval of Minutes Regular Meeting Minutes of July 13, 2020

Motion made by Commissioner and seconded by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of July 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the following warrant #8-2020 totaling $2,741,581.86

General & Sewer fund Payroll for July 23, 2020 in the amount of $620,341.23
General & Sewer fund Payroll for August 6, 2020 in the amount of $602,619.90
General Fund disbursements #8-2020 in the amount of $1,226,578.86
Sewer Fund disbursements #8-2020 in the amount of $106,542.01
Community Development Block Grant Fund disbursement #8-2020 in the amount of $64,557.91
Capital Projects Fund disbursement #8-2020 in the amount of $98,234.78
PA Office of UC Benefits (ACH) – 2ND Qtr 2020 in the amount of $16,573.04
Credit Card Statement ending July 27, 2020 in the amount of $6,134.13

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Finance Department – 457 (b) Deferred Compensation Plan (amendments)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt amendments to Section 457(b) Deferred Compensation Plan for voluntary employee retirement savings.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Approval of 2021 Budget Adoption Schedule

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the 2021 Budget Adoption Schedule.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Ordinance No. P17-2020 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to adopt the second reading of Ordinance No. P17-2020 authorizing traffic restrictions on the following highway:

Establish Special Purpose Parking

In front of 436 Brookline Boulevard
In front of 23 W. Wilmont Avenue

Rescind Highway Closed to Certain Vehicles

Grove Place – from Manoa Road to the Upper Darby Township line.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Ordinance No. P18-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P18-2020 authorizing and/or rescinding traffic restrictions on the following highway.

STICKER PARKING ONLY: RESCIND: Park Road South Side Between Darby Road and Lansdowne Road.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Resolution No. 2184-2020 DCED Grant Application for Dog Park

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt Resolution No. 2184-2020 approving the Parks and Recreation Department to file a grant application in the amount of $25,000 to the Department of Community and Economic Development for improvements to the Dog Park at Haverford Reserve and to designate Brian Barrett, Director, Parks and Recreation to execute all documents and agreements.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Resolution No. 2185-2020 **H20 PA – Water Supply, Sanitary Sewer and Storm Water Project Grant Application**

Motion made by Commissioner Hart and seconded by Commissioner D'Emilio to authorize the Township of Haverford to file a H20 PA – Water Supply, Sanitary Sewer and Storm Water Project grant in the amount of $3,318,655 from the Commonwealth Financing Authority to be used for Chatham Glen Infrastructure Improvements and to authorize David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Township Manager/ Finance Director to execute all documents and agreements.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. Legal

Motion made by Commissioner Siegel and seconded by Commissioner Lewis to authorize the Solicitor to file a Petition for Allocatur with the Pennsylvania Supreme Court in the matter of Baribault v. Haverford Township, and Haverford Township Zoning Hearing Board.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to authorize the Township Manager to enter into a renewal with the Main Line ERUV Corporation of the contract entered into on August 14, 1995.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. Contract Awards:

Professional Services

Motion made by Commissioner Lewis and seconded by Commissioner Hart to approve a Contract for Professional Services by and Between the Township of Haverford, a political subdivision of the Commonwealth of Pennsylvania and Pennoni Associates, hereinafter referred to as the "Engineer",

for a maximum compensation up to Fifty thousand ($50,000) Dollars for the years 2019 and 2020 CDBG Project (Haverford Road Busway Crossing).

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio stepped out.

Public Works

2020-2021 Salt Contract

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the 2020-2021 Salt Contract to Eastern Salt Company, in the amount of $50.35 per ton; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Harvard Road Improvements

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to award the Harvard Road Subdivision/Completion of Public Improvements contract to Premier Concrete, Broomall, PA, in the amount of $91,400.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Basketball and Tennis Court Improvements

Motion made by Commissioner Oliva and seconded by Commissioner Hart to award the Basketball/Tennis Court Rehabilitation Improvements contract to Gessler Construction, Media, PA, in the amount of $217,500.00 (base bid plus Alternate No. 2); submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. Continuation of Citizen's Forum for Non-Agenda Items

No one else registered.

18. New business

Commissioner Holmes made a motion and seconded by Commissioner D'Emilio to add a Resolution declaring a Declaration of Disaster pursuant to the provisions of Section 7501 of the PA Emergency Management Services Code, as amended, does hereby declare a disaster emergency in the Township of Haverford commencing August 4, 2020 and direct the Township Manager and Emergency Management Coordinator to continue coordinating the emergency response and take all necessary and appropriate actions to alleviate the effects of Tropical Storm Isaias.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio continued his concerns on the storm and also included Mr. Pennoni who indicated they would compile data.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked the Public Works Department that removed a fallen tree that came down in the channel. He also thanked the Police, EMS and fire rescue.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey offered his sympathy to those affected by the storm. We are working on storm water management.

He reminded everyone to please wear masks.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel also reminded everyone to please wear masks; all must cooperate. We have to work together.

This is a stressful time for everyone. The goal is to improve water and PECO issues.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis had nothing else to add. He has the same sentiments. His colleagues covered everything.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes provided highlights: at 4:30 a.m. the morning of the storm, Public Works Director, Dan Mariani was on Wynnefield Drive and when he arrived at 7:30 he was still there. Manoa Fire Company rescue boat was called in for water rescues.

Township employees work Saturday to pick up debris. Efforts are continuing.

Commissioner Holmes goal is to meet with residents, Township Manager, Public Works Director and Township Engineer.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked all township employees for their assistance during this storm.

He reminded everyone not to speed on side streets. A child was recently hit by a car.

Gerry Hart, M.D. – 8TH Ward Commissioner

Commissioner Hart thanked his fellow commissioners for support in filing a grant application for storm water mitigation. There are many other grants in the works.

Commissioner Hart stated that trees help to prevent erosion.

Commissioner Hart thanked Brian Barrett and Jason O'Brien for restoring two pillars at Catwalader Tract.

He also thanked the Public Works Department.

<u>William F. Wechsler – 9th Ward Commissioner</u>

Commissioner Wechsler thanked all township employees.

20. All Commissioners agreed to adjourn.

EXECUTIVE SESSION – 6:00 p.m. – REAL ESTATE/LEGAL

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

TUESDAY, SEPTEMBER 8, 2020

7:00 P.M.

Presentation: Victor Donnay - Community Solar Project

Discussion: the Library

Discussion: Filing of DCNR Grant Application – Completion of Trails (Resolution)

Discussion: ZHB Application in Upper Darby – proposed Starbucks – 5001 Township Line Road, Drexel Hill, PA

Discussion: Green Valley Road Sanitary Sewer Repairs

Commissioner Committee Update

Police Department – Crime Update

Next Week:

Library Decision – Renovate or Move

Ordinance No. P18-2020	**Traffic (2nd Reading)**
Ordinance No. P19-2020	**Amendment with UniSite/Omnipoint PA Tower/2080 Old West Chester Pike, Haverford Township, PA. (1st Reading)**
Resolution No. 2183-2020	**Act 537 Plan Update Pennsylvania Sewage Facilities Act**
Resolution No. 2187-2020	**Establish Criteria for Real Estate Assessment Appeals**
Resolution No. 2188-2020	**Greenbriar Lane – Preliminary/Final Subdivision Plan**

Contribution to Brookline Fire Company for Pierce Enforcer Foam Pumper Chassis

2021 Minimum Municipal Obligation

Contract Awards

Darby Road Streetscape – Phase 2 – Bellemead to W. Benedict – BID Opening Friday

Purchases

Recreation Department

10 Basketball Systems – pole, backboard and rim

Play Equipment – Llanerch Park

Presentation

Police Department - Accreditation Certificate

Proclamation – Delco Arts Week

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 14, 2020 AT 7:00 PM

1. **Opening of Meeting**

    a. **Roll Call**

    b. **Pledge of Allegiance**

2. **Presentation by Dick Hammon from Pa Chiefs of Police Assn. to Haverford Police Department – Accreditation Certificate**

3. **Proclamation - Delco Arts Week**

4. **Township Auditor Update**

5. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

6. **Library - Capital Improvement Project**

Motion: to renovate the Haverford Township Free Library at 1601 Darby Road OR to relocate the Haverford Township Free Library to the site of the former Brookline School on Earlington Road.

Motion: to authorize the Township Manager to take the necessary steps to begin implementation of the decision above.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

7. **David R. Burman – Township Manager Update**

8. <u>Approval of Minutes</u> Regular Meeting Minutes of August 10, 2020

Motion: to approve the Regular Meeting Minutes of August 10, 2020.

Voting order 1 2 3 4 5 7 8 6 9

9. <u>Approval of Warrants</u>

Motion: to approve the following warrant #9-2020 totaling $3,777,931.95

General & Sewer fund Payroll for August 20, 2020 in the amount of $632,946.60
General & Sewer fund Payroll for September 3, 2020 in the amount of $614,149.99
General Fund disbursements #9-2020 in the amount of $1,419,397.73
Sewer Fund disbursements #9-2020 in the amount of $568,969.25
Community Development Block Grant Fund disbursement #9-2020 in the amount of $114,964.69
Capital Projects Fund disbursement #9-2020 in the amount of $425,493.49
Credit Card Statement ending August 27, 2020 in the amount of $2,010.20

Voting order 1 2 3 4 5 7 8 6 9

10. <u>2021 Minimum Municipal Obligation</u>

Motion: to accept and certify the 2021 Minimum Municipal Pension Obligations for the Police and Non-Uniform Defined Benefit Plans and Non-Uniform Defined Contribution Plans.

Voting order 1 2 3 4 5 7 8 6 9

11. <u>Ordinance No. P18-2020</u> Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance P18-2020 2020 authorizing and/or rescinding traffic restrictions on the following highway.

<u>STICKER PARKING ONLY</u>: RESCIND: Park Road South Side Between Darby Road and Lansdowne Road.

Voting order 1 2 3 4 5 7 8 6 9

12. <u>Ordinance No. P19-2020</u> **Amendment to Cell Tower Lease/ Unisite/Omnipoint PA Tower Venture, LLC – 1 Hilltop Road (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P19-2020 by adopting 2nd Amendment to lease agreement with Unisite/Omnipoint PA Tower Venture LLC pertaining to ground lease for cell tower located at 1 Hilltop Rd, Haverford Township, PA.

Voting order 1 2 3 4 5 7 8 6 9

13. <u>Ordinance No. P20-2020</u> **Traffic (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P20-2020 rescinding/establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof

Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

Voting order 1 2 3 4 5 7 8 6 9

14. <u>Resolution No. 2183-2020</u> **Act 537 Plan Update Pennsylvania Sewage Facilities Act**

Motion: to adopt Resolution No. 2183-2020 that the Board of Commissioners of the Township of Haverford, Delaware County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the "Official Plan" of the Township of Haverford the above referenced Act 537 Plan Update. The Township of Haverford hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

Voting order 1 2 3 4 5 7 8 6 9

15. Resolution No. 2187-2020 **Establish Criteria for Real Estate Assessment Appeals**

Motion: to adopt Resolution No. 2187-2020 by establishing criteria for real estate assessment appeals.

Voting order 1 2 3 4 5 7 8 6 9

16. Resolution No. 2188-2020 **Greenbriar Lane – Preliminary/Final Subdivision**

Motion: to adopt Resolution No. 2188-2020 approving the Preliminary/Final Minor Subdivision Plan for Sleepy Valley Holdings, LLC, for the vacant property located on Greenbriar Lane, Havertown, Haverford Township, Delaware County, known as D.C. Folio square foot parcel to create two (2) lots as follows: Lot 1 containing 16,022 square feet and Lot 2 containing 15,691 square feet. The subject property is within the R-5 Zoning District, and is located in the 1st Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA, dated April 3, 2020 and last revised on July 30, 2020; subject to the recommendations of the Planning Commission.

Voting order 1 2 3 4 5 7 8 6 9

17. Authorization

Motion: to authorize the Township Manager take all necessary steps to explore the acquisition of property at 1744 Burmont Road for the purposes of extending the Darby Creek Trail.

Voting order 1 2 3 4 5 7 8 6 9

18. Zoning Hearing Board Application

Motion: to authorize the Township Solicitor to represent Haverford Township in the matter of Upper Darby Township Zoning Hearing Board Case No. 8-2 of 2020, proposed Starbucks, 5001 Township Line Road, Drexel Hill, PA.

Voting order 1 2 3 4 5 7 8 6 9

19. Contract Award

Darby Road Streetscape – Phase 2 – Bellemead to W. Benedict Avenue

Motion: to award the Darby Road Streetscape, Phase 2 to MOR Construction Services, Inc., in the amount of $204,410; submitting the lowest responsible bid for the base contract and recommended alternates.

Voting order 1 2 3 4 5 7 8 6 9

20. Purchases/Payments

10 Basketball Systems

Motion: to award the purchase of 10 Basketball Systems from Recreation Resource, USA, Kenneth Square, PA, under Co-Stars #14-74, in the amount of $22,075.00; submitting the lowest responsible quote. The systems include pole, backboard and rim and will be installed at Bailey Park (4), Coopertown (2), Westgate (2) and Merwood (2). Payment from the Capital Fund.

Voting order 1 2 3 4 5 7 8 6 9

Playground Equipment

Motion: to award the purchase of playground equipment for Llanerch Park, under Co-Stars Contract, from George Ely Associates, in the amount of $15,408.00. Payment from the Capital Fund.

Voting order 1 2 3 4 5 7 8 6 9

Brookline Fire Company

Motion to authorize the following payment for: Contribution towards (1) Pierce Enforcer Foam Pumper Chassis for Brookline Fire Company to Glick Fire Equipment Company, Bird in Hand, PA in the amount of $200,000 (balance to be paid by Brookline Fire Company).

Voting order 1 2 3 4 5 7 8 6 9

21. <u>Agreement – Ballot Box</u>

Motion: to ratify a Ballot Box License Agreement between the Township of Haverford and the County of Delaware, Board of Elections.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

22. <u>Continuation of Citizen's Forum for Non-Agenda Items</u>

23. New business

24. Other business

25. Adjourn

PROCLAMATION

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania takes great pleasure in recognizing the many artisans in our county; and

Whereas, Delaware County is a county rich with culture and we are blessed with talented artists and performers who contribute to the artistic and cultural fabric of our community; and

Whereas, the Delaware County Arts Consortium, formed in 2009, includes representatives from over fifty Delaware County arts organizations and strives to advance the economic vitality of the arts community and promote the value of Delaware County's cultural resources to the local community and beyond; and

Whereas, the arts and culture organizations in the Delaware County contribute approximately $64 million dollars and 918 full time jobs to the local Delaware County economy; and

Whereas, members of the Delco County Arts Consortium will hold their second annual Delco Arts Week, October 3 - 10, 2020 to showcase the arts in Delaware County and engage and introduce community members and visitors to the many artistic venues and experiences that Delaware County has to offer; and

Whereas, Delco Arts Week will feature more than (75) different performances, exhibits, workshops, concerts, tours and other events taking place in (50) venues throughout Delaware County; and

Now, Therefore, Be it Resolved, that We, the Board of Commissioners of the Township of Haverford, hereby declare October 3- 10, 2020 to be

Delco Arts Week

Resolved this 14th day of September, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager

REVISED#14

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, AUGUST 10, 2020 AT 7:00 PM

1. **Opening** of Meeting- William F. Wechsler, President, opened the meeting.

   a. Roll Call - all 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

   b. Pledge of Allegiance

2. Township Auditor Update - Township Auditor, Ross Anderson, reviewed the disbursements and warrants, raised certain questions and found no irregularities.

3. Commissioner Committee Update - Update on the Library

Commissioner Hart announced that the Brookline Ad Hoc Committee will be meeting on August 31st at 7:00 p.m.

4. Citizens Forum - 20 Minutes Registered Speakers/20 Minutes Agenda Items

The following are individuals that have experienced sanitary storm damage and flooding issues to their homes during this recent storm:

Denise Donner's sons home: 2449 Wynnefield Drive

Matt Shields - Wynnefield Drive

John and Kerry Jones - 2443 Wynnefield Drive

Megan **Kahn** - 329 Spring Road - flooding

Mr. & Mrs. McClelland - 307 Virginia Avenue

Mr. Leyden- 321 Virginia Avenue

Another individual questioned the recent newsletter that arrived in the mail. This could be done in house.

END OF CITIZENS FORUM

Responses

Commissioner Wechsler indicated that the township is studying what we can do. Mr. Burman indicated that dozens of homes have been damaged. Mr. Pennoni indicated that the township has two different systems.

Commissioner Wechsler stated that the newsletter is published by Franklin Maps and is not a township publication. They are an advertising firm and this is legal.

5. Amy Moskowitz Upcoming Library Events

Ms. Moskowitz welcomed everyone back to the library. They are adhering to social distancing procedures with special times for seniors, patrons need to wear masks, meeting rooms are closed, 4 computers are available (by appointment only).

Many outdoor activities will be held in August at Merwood Park. Twenty-five individuals are permitted.

6. David R. Burman Township Manager's Update

Mr. Burman's update was on the storm that has caused life changing situations for families. The township received hundreds of calls pertaining to flooding, sanitary backups, down wires and trees, water rescues by boat and a structure fire. The list of claims has been given to our insurance company to review. PECO, fortunately, was able to restore power in a timely manner. A few roads are still closed due to sink holes.

Commissioner Siegel announced that the 4th Ward had extensive power outages.

Commissioner Holmes asked that a Resolution be passed tonight declaring a disaster. Delaware County already declared a disaster.

7. Approval of Minutes Regular Meeting Minutes of July 13, 2020

Motion made by Commissioner and seconded by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of July 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

8. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the following warrant #8-2020 totaling $2,741,581.86

General & Sewer fund Payroll for July 23, 2020 in the amount of $620,341.23
General & Sewer fund Payroll for August 6, 2020 in the amount of $602,619.90
General Fund disbursements #8-2020 in the amount of $1,226,578.86
Sewer Fund disbursements #8-2020 in the amount of $106,542.01
Community Development Block Grant Fund disbursement #8-2020
in the amount of $64,557.91
Capital Projects Fund disbursement #8-2020 in the amount of $98,234.78
PA Office of UC Benefits (ACH) - 2ND Qtr 2020 in the amount of $16,573.04
Credit Card Statement ending July 27, 2020 in the amount of $6,134.13

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. Finance Department-457 (b) Deferred Compensation Plan (amendments)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt amendments to Section 457(b) Deferred Compensation Plan for voluntary employee retirement savings.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Approval of 2021 Budget Adoption Schedule

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the 2021 Budget Adoption Schedule.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Ordinance No. Pl 7-2020 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to adopt the second reading of Ordinance No. Pl 7-2020 authorizing traffic restrictions on the following highway:

Establish Special Purpose Parking

In front of 436 Brookline Boulevard
In front of23 W. Wilmont Avenue

Rescind Highway Closed to Certain Vehicles

Grove Place - from Manoa Road to the Upper Darby Township line.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Ordinance No. PlS-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. PlS-2020 authorizing and/or rescinding traffic restrictions on the following highway.

STICKER PARKING ONLY: RESCIND: Park Road South Side Between Darby Road and Lansdowne Road.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Resolution No. 2184-2020 DCED Grant Application for Dog Park

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt Resolution No. 2184-2020 approving the Parks and Recreation Department to file a grant application in the amount of $25,000 to the Department of Community and Economic Development for improvements to the Dog Park at Haverford Reserve and to designate Brian Barrett, Director, Parks and Recreation to execute all documents and agreements.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Resolution No. 2185-2020 H20 PA - Water Supply, Sanitary Sewer and Storm Water Project Grant Application

Motion made by Commissioner Hart and seconded by Commissioner D'Emilio to authorize the Township of Haverford to file a H20 PA - Water Supply, Sanitary Sewer and Storm Water Project grant in the amount of $3,318,655 from the Commonwealth Financing Authority to be used for Chatham Glen Infrastructure Improvements and to authorize David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Township Manager/ Finance Director to execute all documents and agreements.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. Legal

Motion made by Commissioner Siegel and seconded by Commissioner Lewis to authorize the Solicitor to file a Petition for Allocatur with the Pennsylvania Supreme Court in the matter of Baribault v. Haverford Township, and Haverford Township Zoning Hearing Board.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to authorize the Township Manager to enter into a renewal with the Main Line ERUV Corporation of the contract entered into on August 14, 1995.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. Contract Awards:

Professional Services

Motion made by Commissioner Lewis and seconded by Commissioner Hart to approve a Contract for Professional Services by and Between the Township of Haverford, a political subdivision of the Commonwealth of Pennsylvania and Pennoni Associates, hereinafter referred to as the "Engineer",

for a maximum compensation up to Fifty thousand ($50,000) Dollars for the years 2019 and 2020 CDBG Project (Haverford Road Busway Crossing).

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio stepped out.

Public Works

2020-2021 Salt Contract

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the 2020-2021 Salt Contract to Eastern Salt Company, in the amount of $50.35 per ton; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Harvard Road Improvements

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to award the Harvard Road Subdivision/Completion of Public Improvements contract to Premier Concrete, Broomall, PA, in the amount of $91,400.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Basketball and Tennis Court Improvements

Motion made by Commissioner Oliva and seconded by Commissioner Hart to award the Basketball/Tennis Court Rehabilitation Improvements contract to Gessler Construction, Media, PA, in the amount of $217,500.00 (base bid plus Alternate No. 2); submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. Continuation of Citizen's Forum for Non-Agenda Items

No one elseregistered.

18. New business

Commissioner Holmes made a motion and seconded by Commissioner D'Emilio to add a Resolution declaring a Declaration of Disaster pursuant to the provisions of Section 7501 of the PA Emergency Management Services Code, as amended, does hereby declare a disaster emergency in the Township of Haverford commencing August 4, 2020 and direct the Township Manager and Emergency Management Coordinator to continue coordinating the emergency response and take all necessary and appropriate actions to alleviate the effects of Tropical Storm Isaias.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Other business

Steve D'Emilio - 1st Ward Commissioner

Commissioner D'Emilio continued his concerns on the storm and also included Mr. Pennoni who indicated they would compile data.

Mario A. Oliva - 2nd Ward Commissioner

Commissioner Oliva thanked the Public Works Department that removed a fallen tree that came down in the channel. He also thanked the Police, EMS and fire rescue.

Kevin McCloskey, Esquire - 3r d Ward Commissioner

Commissioner McCloskey offered his sympathy to those affected by the storm. We are working on storm water management.

He reminded everyone to please wear masks.

Dan Siegel, Esquire - 4th Ward Commissioner

Commissioner Siegel also reminded everyone to please wear masks; all must cooperate. We have to work together.

This is a stressful time for everyone. The goal is to improve water and PECO issues,

Andy Lewis - 5th Ward Commissioner

Commissioner Lewis had nothing else to add. He has the same sentiments. His colleagues covered everything.

Larry Holmes, Esquire - 6th Ward Commissioner

Commissioner Holmes provided highlights: at 4:30 a.m. the morning of the storm, Public Works Director, Dan Mariani was on Wynnefield Drive and when he arrived at 7:30 he was still there. Manoa Fire Company rescue boat was called in for water rescues.

Township employees work Saturday to pick up debris. Efforts are continuing.

Commissioner Holmes goal is to meet with residents, Township Manager, Public Works Director and Township Engineer.

Conor Quinn - 7th Ward Commissioner

Commissioner Quinn thanked all township employees for their assistance during this storm.

He reminded everyone not to speed on side streets. A child was recently hit by a car.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart thanked his fellow commissioners for support in filing a grant application for storm water mitigation. There are many other grants in the works.

Commissioner Hart stated that trees help to prevent erosion.

Commissioner Hart thanked Brian Barrett and Jason O'Brien for restoring two pillars at Catwalader Tract.

He also thanked the Public Works Department.

William F. Wechsler- 9th Ward Commissioner

Commissioner Wechsler thanked all township employees.

20. All Commissioners agreed to adjourn.

Thomas J. Anderson & Associates, Inc.
MUNICIPAL PENSION SPECIALISTS

TJA

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

July 30, 2020

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2021 Financial Requirement and Minimum Municipal Obligation

Dear Aimee:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2021 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2021). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2020).

The payroll amount used in your 2021 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2020 and then doubling this figure in order to arrive at the projected annual payroll for the year in which the budget is prepared. The budgeted administrative expenses were based upon the expenses reported in the plan(s)' most recent Act 205 Actuarial Report.

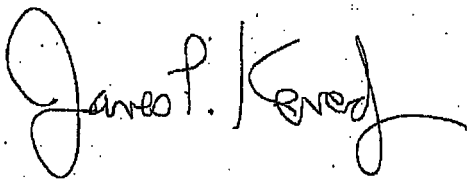
In acknowledging the current economic climate, Act 44 was signed into law which made available a number of actuarial tools intended to provide short-term fiscal relief to local governments. The relief provisions are based upon the recent distress level as determined by the Public Employee Retirement Commission. Line 9 of the plan(s) MMO represents the minimum obligation permitted under Act 44. Line 10 reflects the municipal obligation based upon the plan(s) January 1, 2019 market value of assets. The reason we are bringing this figure to your attention is to make you aware of what the plan(s) financial requirement would have been without the Act 44 smoothing provision.

We understand the economic hardships that are facing local governments; however, from an actuarial funding standpoint we would recommend, if at all possible, your municipality gives consideration to providing additional funding above the minimum requirements of Act 44.

In order to avoid any confusion, we are requesting that you identify the line and the amount your municipality elects to utilize in funding the plan's 2021 obligation which can be found just above the signature line on the budget report.

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. **Upon approval, please forward a <u>signed</u> copy of this budget for our records.**

Sincerely,



JAMES P. KENNEDY
President

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

	POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll	$7,746,858
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/19	14.89%
3 TOTAL NORMAL COST (Item 1 x Item 2)	$1,153,507
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	$2,118,793
5 TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate)	$17,050
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	$3,289,350
7 TOTAL MEMBERS CONTRIBUTIONS	$387,342
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	$2,902,008
10 MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS	$3,784,770

I elect line _____ (9 or 10) as my 2021 MMO in the amount of $_____

_____ _____

Signature of Chief Administrative Officer | Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

NON-UNIFORMED PENSION PLAN

1	TOTAL ANNUAL PAYROLL Estimated Payroll	$5,205,680
2	NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/19	9.60%
3	TOTAL NORMAL COST (Item 1 x Item 2)	$499,745
4	AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	$847,122
5	TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate)	$18,450
6	FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	$1,365,317
7	TOTAL MEMBERS CONTRIBUTIONS	$234,256
8	FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	$0
9	MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	$1,131,061
10	MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS	$1,970,764

I elect line _____ (9 or 10) as my 2021 MMO in the amount of $_____

_____ Signature of Chief Administrative Officer

_____ Date Certified to Governing Body

Thomas J. Anderson & Associates, Inc.
MUNICIPAL PENSION SPECIALISTS

TJA

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

July 30, 2020

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2021 Financial Requirement and Minimum Municipal Obligation

Dear Aimee:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2021 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2021). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2020).

If you should have any questions concerning any of the above, please do not hesitate to contact me. **Upon approval, please forward a <u>signed</u> copy of this budget for our records.**

Sincerely,

James P. Kennedy

JAMES P. KENNEDY
President

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

	NON-UNIFORMED DEF. CONT.
1. TOTAL ANNUAL PAYROLL (Estimated payroll)	2,300,000
2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/19	3.50%
3. TOTAL CONTRIBUTION COST (Item 1 times Item 2)	80,500
4. TOTAL ADMINISTRATIVE EXPENSES	3,000
5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4)	83,500
6. MINIMUM MUNICIPAL OBLIGATION	83,500

Signature of Chief Administrative Officer

Date Certified to Governing Body

ORDINANCE NO. P18-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. § 175-99, Schedule XXIV: STICKER PARKING ONLY

RESCIND: Park Road South Side Between Darby Road and Lansdowne Road

SECTION 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th of September, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P19-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE 1960, ADOPTED JUNE 30, 1980, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED THAT:

SECTION I: Pursuant to Section 707, paragraph A, of the Home Rule Charter, the Township hereby authorizes an amended and restated lease agreement with **UniSite/Omnipoint PA Tower Venture LLC** for certain land areas located at the Township Public Works site off of 2080 Old West Chester Pike, Havertown, PA subject to review by the Township Solicitor and further subject to approval of the final document by the Township Manager.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED by the Township Board of Commissioners this 13th day of October, 2020.

TOWNSHIP OF HAVERFORD

By: _____

William F. Wechsler, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P19-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE 1960, ADOPTED JUNE 30, 1980, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS.

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ADOPTED by the Township Board of Commissioners this 13th day of October, 2020.

TOWNSHIP OF HAVERFORD

By:_____

William F. Wechsler, President
Board of Commissioners

Attest:_____

David R. Burman,
Township Manager/Secretary

RESOLUTION NO. 2183-2020
TOWNSHIP OF HAVERFORD
RESOLUTION OF ACT 537 PLAN UPDATE

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA (hereinafter "the municipality")

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage wastes, and to revise said Plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Gannett Fleming, Inc. has prepared an Act 537 Update for the entire DELCORA Service Area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, the alternative of choice to be implemented is Alternative 1 - Sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, the Township of Haverford finds that the Act 537 Plan Update described above conforms to applicable zoning and subdivision ordinances and to other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Haverford, Delaware County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the "Official Plan" of the Township of Haverford the above referenced Act 537 Plan Update. The Township of Haverford hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

Board of Commissioners

By: William F. Wechsler
President

Attest: David R. Burman
Township Manager/Secretary

I, David R. Burman, Secretary, the Township of Haverford hereby certify that the foregoing is a true and correct copy of the Township of Haverford **Resolution No. 2183-2020, adopted September 14, 2020.**

AUTHORIZED SIGNATURE

SEAL

David R. Burman, Township Manager/Secretary

TOWNSHIP OF HAVERFORD

RESOLUTION 2187-2020

A RESOLUTION ESTABLISHING SPECIFIC CRITERIA FOR SELECTING PROPERTIES FOR REAL ESTATE ASSESSMENT APPEAL FILINGS

WHEREAS, the Township of Haverford, in an effort to promote equity and fairness, as well as protect the financial interests of all taxpayers, desires to implement specific criteria to base the selection on which parcels are to be appealed to the Delaware County Board of Assessment.

WHEREAS, if a parcel meets either criteria discussed below, the Township will appeal the assessment to the Delaware County Board of Assessment within time frames established by the County.

NOW, THEREFORE, BE IT RESOLVED by the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the Board of Commissioners hereby ratify the real estate tax assessment appeal criteria put in place effective September 1, 2020 as follows:

1. Properties that have transferred ownership within the past three (3) calendar years whose sale price resulted in a differential of $200,000 or more when compared to the assessment value assigned by the Delaware County Board of Assessment as part of the County-wide reassessment project.

2. Properties whose implied fair market value (as determined by their pre-reassessment value) results in a differential of $750,000 or more when compared to the assessment value assigned by the Delaware County Board of Assessment as part of the County-wide reassessment project.

RESOLVED this 14th day of September, 2020.

HAVERFORD TOWNSHIP

_____

William F. Wechsler, President
Board of Commissioners

ATTEST: _____

David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2188-2020

WHEREAS, the Preliminary/Final Minor Subdivision Plan for Sleepy Valley Holdings, LLC, for the vacant property located on Greenbriar Lane, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-09-01348-00 has been submitted to permit the subdivision of the existing 31,713 square foot parcel to create two (2} lots as follows: Lot 1 containing 16,022 square feet and Lot 2 containing 15,691 square feet. The subject property is within the R-5 Zoning District, and is located in the 1st Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA, dated April 3, 2020 and last revised on July 30, 2020; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, August 13, 2020, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, the applicant has requested that the Board of Commissioners grant certain waivers from certain requirements of the General Laws of the Township of Haverford; and

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Preliminary/Final Minor Subdivision Plan for Sleepy Valley Holdings, LLC, for the property located on Greenbriar Lane, Haverford Township, Delaware County, dated April 3, 2020, and last revised on July 30, 2020, is **approved** subject to following conditions:

1. The applicant will comply with the outstanding items of the Township Engineer's review letter dated August 12, 2020 to the satisfaction of the Township;
2. The corrected metes and bounds data shall be added to the record plan;
3. All proposed shade trees will be placed at least two (2} feet away from a property line; and

BE IT FURTHER RESOLVED that the Board of Commissioners grant the following waivers or partial waivers from the General Laws of the Township of Haverford:

a. §160-5.B(3}[jl(I} from requiring a minimum cartway width of twenty-*seven* (27) feet;

b. §160-4.E(S)[e](4) from requiring an existing features plan to show all storm drainage facilities within 400 feet of the site and ownership and maintenance responsibilities for the same.

RESOLVED this 14th day of September, 2020.

TOWNSHIP OF HAVERFORD

By:

William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
1st Ward STEPHEN D'EMILIO
2nd Ward MARIO A OLIVA
3rd Ward KEVIN McCLOSKEY,ESQ.
4th Ward DANIEL SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLER

HAVTT 30234 August 12, 2020

Kelly Kirk, Zoning Officer and Community Planner
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: Minor Subdivision
Greenbriar Lane – 3rd Review

Dear Ms. Kirk:

As requested, we have reviewed the following information submitted for the above referenced project:

- *"Final Minor Subdivision Plans*," (seven sheets), prepared by Yohn Engineering, LLC, dated April 3, 2020, revised July 30, 2020.

- "Stormwater Calculations – Greenbriar Lane," prepared by Yohn Engineering, LLC, dated June 1, 2020, revised July 30, 2020.

The applicant, Sleepy Valley Holdings, LLC, is proposing to subdivide a vacant parcel on Greenbriar Lane into two lots. Lot 1 will be 15,917 square foot and Lot 2 will be 16,075 square foot. A new single-family dwelling with associated driveway, walks, etc. on each lot is proposed with this application. An infiltration bed is proposed on each lot for stormwater management. Both properties are located within the R-5 Zoning District (Low to Medium Density Residential).

The proposed lots are to be serviced by public water and sewer. Service laterals will connect to existing utilities on Greenbriar Lane.

The applicant has requested the following waivers with this submission:

- From §160-4.E(5)[e](4) to not show existing storm drainage within 400 feet of the site.

- From §160-5.B(3)[j](1) to not provide a minimum cartway width of 27 feet.

This application was reviewed in accordance with the simplified procedures and requirements of a Minor Subdivision (§160-4G).

The following comments remain outstanding from our previous comment letters:

ZONING

1. The southwest corner of the proposed house for Lot 1 is within the designated steep slope area. Per §182-720.C, a building is not a permitted use in steep slopes. The designation in the legend indicating "regulated and unregulated steep & very steep slopes" should be removed. **Adjustments to the Steep/Very Steep slopes have been made. Additional modifications are necessary in various areas of the lots to fully delineate all slopes.**

SUBDIVISION AND LAND DEVELOPMENT

2. The area of questionable title shall be resolved, and documentation of the resolution provided prior to final approval. (§160-5.B(8))

3. An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required. (§160-4.E(5)(d)).

4. The proposed driveway for Lot 1 is in close proximity to the intersection of Greenbriar Lane and Westgate Road. Per Township Design standards, the intersection of any driveway with a street shall be at least 30-feet from the edge of paving or curb of that street's intersection with another street. The edge of the driveway is approximately 18-feet from the curb line on Westgate Road. The applicant should evaluate an alternate driveway configuration. **Partially Addressed. The applicant has revised the driveway configuration for Lot 1 to enable a car to turn around and pull out onto the street rather than back out. The configuration however proposes a driveway that exceeds the maximum 25-foot width permitted under §182-707A.(4). The applicant should investigate alternative configurations that are in conformance with §182-707A.(4).**

5. The applicant should note that tree replacement is required for removal of trees 6-inch caliper or greater (§160-5.B(2)(e)). Also, a permit is required for removal of any tree within the tree protection zone as well as all trees 24-inches in diameter or greater. (§170-6.A(1)) **The applicant should provide the report from the Certified Arborist regarding the 13 trees to be removed to the Shade Tree Commission (§160-5.B(2)(d), §160-5.B(2)(e))**

6. The Shade Tree Commission should review the proposed landscaping.

STORMWATER MANAGEMENT

7. The total impervious coverage indicated on the plans is inconsistent with the drainage application. In addition, note 2 on Sheet 4 of 7 appears to be inconsistent with the impervious calculations. The plans and calculations should indicate the quantity of "future impervious" proposed. **Note 2 on Sheet 4 of 7 shall clearly indicate the quantity of "future impervious" accounted for in the current design for each lot. In addition, the calculations within the Stormwater Management Report must document all assumptions used to develop the system. Finally, the proposed building coverage for Lot 2 indicated in the summary table on sheet 1 is inconsistent with both the measured area and the Stormwater Management Report.**

8. The uncontrolled drainage area should be amended to include the area in the rear yards within the limit of disturbance. The calculations may need to be amended accordingly. **The uncontrolled drainage area does not appear to include a portion of infiltration bed 1.**

9. Locations of the level spreaders should be adjusted to allow for overland flow prior to reaching the very steep slopes. (§78-39.G) **Partially Addressed. The applicant has adjusted the location of the level spreaders to provide for overland flow before reaching the steep slopes**. **Some level of modification (i.e. drain holes) may be required to the wall on Lot 1 to avoid blocking the flow and/or directing flow towards Lot 2.**

10. If approved, a Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required for each lot.

11. A BMP Maintenance Agreement shall be executed and a contribution of $2,200.00 per lot to the Township Stormwater Control and BMP Operation and Maintenance Fund shall be made. (§78-49, §78-51)

GENERAL

12. Monuments are required to be provided on right-of-way lines at corners and at angle points. (§160-5.B(8)) **Monuments are to be added at corners once the area of questionable title has been resolved.**

The following comments pertain to the most recent submission, dated July 30, 2020:

13. Cornices, projecting eaves, gutters or chimneys must be limited to a maximum 18-inch within the front, side or rear yard. The proposed houses on both lots appear to have chimneys that project into the side yard setback. The houses should either be adjusted to be entirely within the setback lines or the maximum projection limited to 18-inches. (§182-712).

14. A note shall be provided on the record plan indicating there is a "*continuous and non-irrevocable offer of dedication to the Township for the additional 2.5-feet of right-of-way area on each lot*". (§160-4.H.(1)(g))

Should you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

David Pennoni, PE
Township Engineer

CF/adg
cc: Vince Sposato, Sleepy Valley Holdings LLC, via email
Chris Yohn PE, Yohn Engineering, LLC, via email

Serial Number: 2020-153-1932

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE–STOP CALL

Pennsylvania One Call System, Inc.
1–800–242–1776

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REFERENCE PLANS:

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2. LIDAR TOPOGRAPHY AND OTHER GIS INFORMATION OBTAINED ELECTRONICALLY FROM SHAPE FILES DISTRIBUTED BY DELAWARE VALLEY REGIONAL PLANNING COMMISSION. FILES WERE OBTAINED VIA WWW.P.ASDA.PSU.EDU.
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4. SOILS INFORMATION VIA THE NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY (WEBSOILSURVEY.SC.EGOV.USDA.GOV.)

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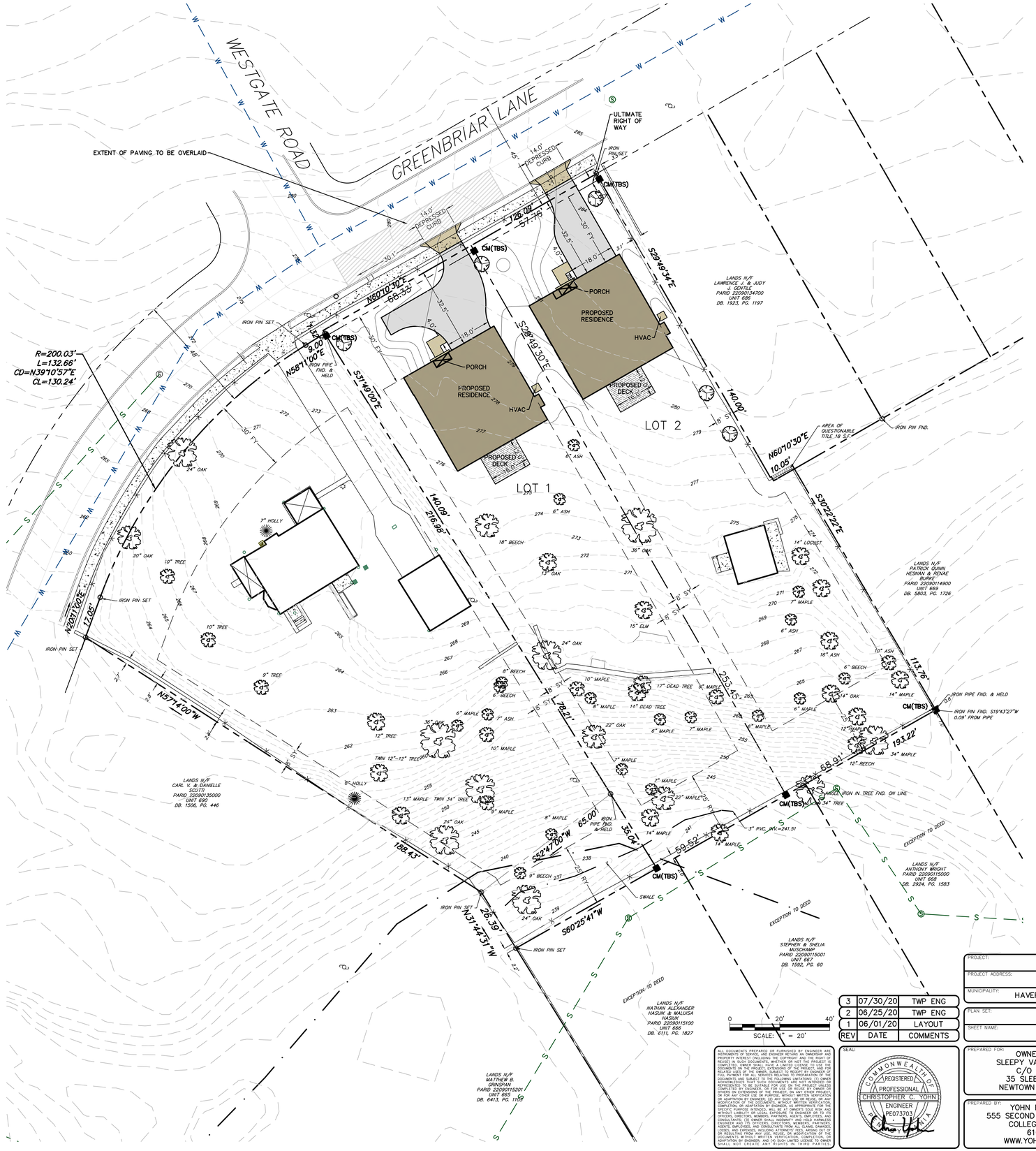
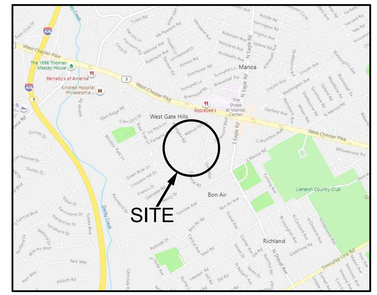
3. THE VERTICAL DATUM SHOWN ON THIS PLAN IS PER NAVD1988, OBTAINED VIA GPS OBSERVATIONS.
4. IN ACCORDANCE WITH FEMA PANEL NUMBER 42045C0102F EFFECTIVE DATE NOVEMBER 18, 2009, PREMISES IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.





LOCATION MAP
SCALE: 1" = 2,000'

EXISTING LOT DATA:

RECORD OWNER:	DEBORAH A. RICKETTS 1015 CHELSEA AVENUE SANTA MONICA, CA 90403
PARCEL ID:	22–09–01348–00
TAXMAP ID:	22–31–687:000
DEED BOOK & PAGE NO:	5181 & 681
GROSS LOT AREA:	32,027 SF (0.7352 AC)

EXISTING IMPERVIOUS COVERAGE:

BUILDING	332 SF (1.0%)
CONCRETE	146 SF
BRICK	368 SF
FIREPLACE	63 SF
WALLS	180 SF
TOTAL	1,088 SF (3.4%)

PROPOSED LOT 1 DATA:

GROSS LOT AREA:	16,193 SF (0.3717 AC)
NET LOT AREA:	16,022 SF (0.3678 AC)

PROPOSED IMPERVIOUS COVERAGE:

BUILDING	1,803 SF
DRIVEWAY	819 SF
WALLS, WALKS, ETC.	207 SF
TOTAL	2,829 SF (17.7%)
MAXIMUM ALLOWED	7,210 SF (45.0%)

BUILDING COVERAGE CALCULATION:

BUILDING	1,803 SF
DECK	192 SF
TOTAL BUILDING COVERAGE	1,995 SF (12.5%)

PROPOSED LOT 2 DATA:

GROSS LOT AREA:	15,835 SF (0.3635 AC)
NET LOT AREA:	15,691 SF (0.3602 AC)

PROPOSED IMPERVIOUS COVERAGE:

BUILDING	2,135 SF
DRIVEWAY	501 SF
WALLS, WALKS, ETC.	217 SF
TOTAL	2,853 SF (18.2%)
MAXIMUM ALLOWED	7,061 SF (45.0%)

BUILDING COVERAGE CALCULATION:

BUILDING	2,135 SF
DECK	192 SF
TOTAL BUILDING COVERAGE	2,327 SF (14.8%)

GENERAL NOTES:

1. THE INTENT OF THIS PLAN IS TO ILLUSTRATE THE SUBDIVISION OF THE EXISTING LOT AND THE CONSTRUCTION OF TWO NEW SINGLE FAMILY DWELLINGS.
2. THE STORMWATER MANAGEMENT FACILITIES HAVE BEEN DESIGNED FOR 7,051 SF OF PROPOSED IMPERVIOUS WHICH INCLUDES THE PROPOSED IMPERVIOUS AS WELL AS 2,000 SF FOR FUTURE DEVELOPMENT (OF WHICH 1,700 SF MAY GO UNCONTROLLED). THE CALCULATIONS INCLUDE 315 SF WITHIN THE RIGHT OF WAY AND DO NOT INCLUDE 646 SF TO REMAIN UNCHANGED.
3. THE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT SYSTEMS AND OTHER ASSOCIATED FACILITIES WILL BE THE OBLIGATION OF THE PROPERTY OWNER.
4. THE DEVELOPMENT BE SERVICED BY A NEW INDIVIDUAL PRIVATE, GRAVITY SEWER LATERAL AND WATER LATERAL, WHICH WILL CONNECT TO THE EXISTING TOWNSHIP SEWER MAIN AND AQUA WATER MAIN WITHIN GREENBRIAR LANE.
5. FOUNDATION AS–BUILTS SHALL BE SUBMITTED TO THE TOWNSHIP FOR APPROVAL.

LINETYPE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING BUILDING SETBACK
- EXISTING FENCE
- EXISTING 1' CONTOUR (379)
- EXISTING 5' CONTOUR (380)
- PROPOSED BUILDING
- PROPOSED DRIVEWAY
- PROPOSED IMPERVIOUS WALKS, WALLS, ETC.

REV	DATE	COMMENTS
3	07/30/20	TWP ENG
2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

ALL DOCUMENTS PREPARED OR FURNISHED BY ENGINEER ARE INSTRUMENTS OF SERVICE, AND ENGINEER RETAINS AN OWNERSHIP AND PROPERTY INTEREST (INCLUDING THE COPYRIGHT AND THE RIGHT OF REUSE) IN SUCH DOCUMENTS, WHETHER OR NOT THE PROJECT IS COMPLETED. OWNER SHALL NOT RELY IN ANY WAY ON ANY SUCH DOCUMENTS ON THE PROJECT, EXTENSIONS OF THE PROJECT, AND FOR RELATED USES OF THE OWNER, SUBJECT TO RECEIPT BY ENGINEER OF PAYMENT IN FULL FOR SERVICES RELATING TO PREPARATION OF SUCH DOCUMENTS AND SUBJECT TO THE FOLLOWING LIMITATIONS: (1) OWNER ACKNOWLEDGES THAT SUCH DOCUMENTS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR USE ON THE PROJECT UNLESS COMPLETED BY ENGINEER, AND FOR USE BY OWNER OR EXTENSIONS THERETO OR EXTENSIONS OF THE PROJECT, OR ANY OTHER PROJECT OR FOR ANY OTHER USE OR PURPOSE, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ENGINEER; (2) ANY USE OF OR REUSE OR MODIFICATION OF THE DOCUMENTS, WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER, AS APPROPRIATE FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ENGINEER OR TO ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING THEREFROM; AND (3) ANY DISTRIBUTION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER, AND (4) SUCH LIMITED LICENSE TO OWNER SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.

SEAL:

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHRISTOPHER C. YOHN
ENGINEER
PE073703

PROJECT: GREENBRIAR LANE SUBDIVISION

PROJECT ADDRESS: GREENBRIAR LANE, HAVERTOWN, PA 19083

MUNICIPALITY: HAVERFORD TOWNSHIP | COUNTY: DELAWARE COUNTY

PLAN SET: FINAL MINOR SUBDIVISION PLANS

SHEET NAME: ILLUSTRATIVE SITE PLAN

PREPARED FOR:
OWNER / APPLICANT
SLEEPY VALLEY HOLDINGS, LLC
C/O VINCE SPOSATO
35 SLEEPY HOLLOW DRIVE
NEWTOWN SQUARE, PA 19073

PREPARED BY:
YOHN ENGINEERING, LLC
555 SECOND AVENUE, SUITE B–205
COLLEGEVILLE, PA 19426
610–489–4580
WWW.YOHNENGINEERING.COM

DATE:	APRIL 3, 2020
SCALE:	1" = 20'
ONE CALL NUMBER:	2020–153–1932
DRAWN BY:	CCY
PROJECT NUMBER:	20–009

YOHN Engineering, LLC

SHEET: 1 OF 7

Serial Number: 2020-153-1932

CALL BEFORE YOU DIG!

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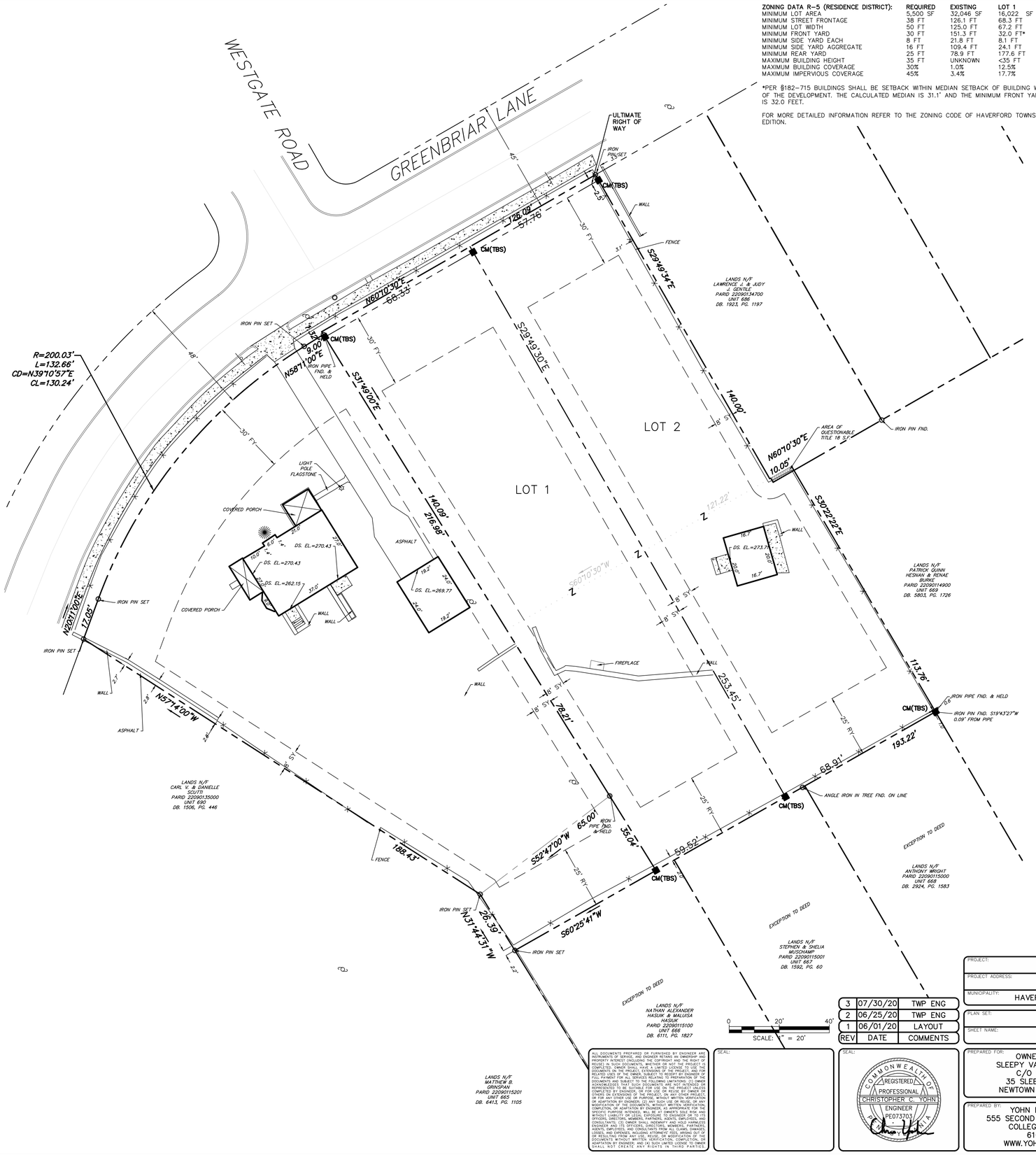
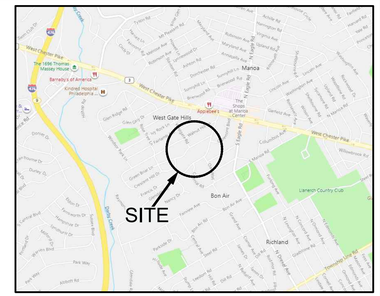


ZONING DATA R-5 (RESIDENCE DISTRICT):

	REQUIRED	EXISTING	LOT 1	LOT 2
MINIMUM LOT AREA	5,500 SF	32,046 SF	16,022 SF	15,691 SF
MINIMUM STREET FRONTAGE	38 FT	126.1 FT	68.3 FT	57.8 FT
MINIMUM LOT WIDTH	50 FT	125.0 FT	67.2 FT	57.8 FT
MINIMUM FRONT YARD	30 FT	151.3 FT	32.0 FT*	32.0 FT*
MINIMUM SIDE YARD EACH	8 FT	21.8 FT	8.1 FT	8.0 FT
MINIMUM SIDE YARD AGGREGATE	16 FT	109.4 FT	24.1 FT	16.1 FT
MINIMUM REAR YARD	25 FT	78.9 FT	177.6 FT	78.9 FT
MAXIMUM BUILDING HEIGHT	35 FT	UNKNOWN	<35 FT	<35 FT
MAXIMUM BUILDING COVERAGE	30%	1.0%	12.5%	14.8%
MAXIMUM IMPERVIOUS COVERAGE	45%	3.4%	17.7%	18.2%

*PER §182-715 BUILDINGS SHALL BE SETBACK WITHIN MEDIAN SETBACK OF BUILDING WITHIN 300' OF THE DEVELOPMENT. THE CALCULATED MEDIAN IS 31.1' AND THE MINIMUM FRONT YARD SETBACK IS 32.0 FEET.

FOR MORE DETAILED INFORMATION REFER TO THE ZONING CODE OF HAVERFORD TOWNSHIP, LATEST EDITION.



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WAIVER REQUESTS:
- §160-4.E(5)[e](4) – A PARTIAL WAIVER REQUEST TO NOT SHOW EXISTING STORM DRAINAGE WITHIN 400 FEET OF THE SITE.
- §160-5.B(3)[j](1) – A PARTIAL WAIVER TO NOT PROVIDE A MINIMUM CARTWAY WIDTH OF 27 FEET.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

ON THIS THE ___ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED VINCE SPOSATO, MEMBER OF SLEEPY VALLEY HOLDINGS, LLC, WHO BEING DULY SWORN ACCORDING TO LAW DEPOSES AND SAYS THAT SLEEPY VALLEY HOLDINGS, LLC IS THE EQUITABLE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE LAND DEVELOPMENT PLAN WAS MADE AT HIS DISCRETION AS SUCH MEMBER AND THAT HE ACKNOWLEDGES THE SAME TO BE THE ACT AND PLAN OF SLEEPY VALLEY HOLDINGS, LLC AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

SLEEPY VALLEY HOLDINGS, LLC

BY: _____
NAME: VINCE SPOSATO
TITLE: MEMBER

WITNESS MY HAND AND SEAL THE DAY AND YEAR AFORESAID.

_____
NOTARY SIGNATURE

_____
MY COMMISSION EXPIRES:

I HEREBY CERTIFY THAT THE PLANS SHOWN HERETO WERE REVIEWED BY THE HAVERFORD TOWNSHIP ENGINEER.

_____
HAVERFORD TOWNSHIP ENGINEER DATE

I HEREBY CERTIFY THAT THE PLANS SHOWN HERETO WERE REVIEWED AND APPROVED BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS.

_____
PRESIDENT DATE

_____
SECRETARY DATE

I HEREBY CERTIFY THAT THE PLANS SHOWN HERETO WERE REVIEWED AND APPROVED BY THE HAVERFORD TOWNSHIP PLANNING COMMISSION.

_____
PLANNING COMMISSION MEMBER DATE

LINETYPE LEGEND
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING FENCE
- PROPOSED PROPERTY LINE
- PROPOSED BUILDING SETBACK

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SEAL:

SEAL:
COMMONWEALTH OF PENNSYLVANIA
REGISTERED
PROFESSIONAL
CHRISTOPHER C. YOHN
ENGINEER
PE073703
DATE: 4/3/20

REV	DATE	COMMENTS
3	07/30/20	TWP ENG
2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

PROJECT: GREENBRIAR LANE SUBDIVISION

PROJECT ADDRESS: GREENBRIAR LANE, HAVERTOWN, PA 19083

MUNICIPALITY: HAVERFORD TOWNSHIP | COUNTY: DELAWARE COUNTY

PLAN SET: FINAL MINOR SUBDIVISION PLANS

SHEET NAME: RECORD PLAN (SHEET 1 OF 1 FOR RECORDING)

PREPARED FOR:
OWNER / APPLICANT
SLEEPY VALLEY HOLDINGS, LLC
C/O VINCE SPOSATO
35 SLEEPY HOLLOW DRIVE
NEWTOWN SQUARE, PA 19073

DATE:	APRIL 3, 2020
SCALE:	1" = 20'
ONE CALL NUMBER:	2020-153-1932
DRAWN BY:	CCY
PROJECT NUMBER:	20-009

PREPARED BY:
YOHN ENGINEERING, LLC
555 SECOND AVENUE, SUITE B-205
COLLEGEVILLE, PA 19426
610-489-4580
WWW.YOHNENGINEERING.COM

YOHN Engineering, LLC

SHEET: 2 OF 7

Serial Number: 2020-153-1932

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

Pennsylvania One Call System, Inc.
1-800-242-1776

ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

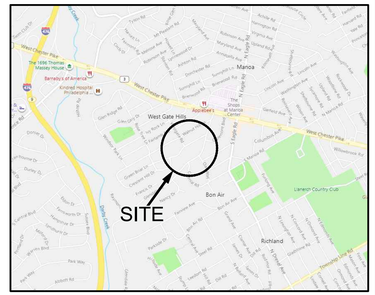
AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1776 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

REFERENCE PLANS:

1. BOUNDARY AND TOPOGRAPHIC SURVEY PLAN PREPARED FOR VINCE SPOSATO BY MOMENEE, INC., BRYN MAWR, PA. DATED FEBRUARY 13, 2020. FILE NO. 20-051.
2. LIDAR TOPOGRAPHY AND OTHER GIS INFORMATION OBTAINED ELECTRONICALLY FROM SHAPE FILES DISTRIBUTED BY DELAWARE VALLEY REGIONAL PLANNING COMMISSION. FILES WERE OBTAINED VIA WWW.PASDA.PSU.EDU.
3. AERIAL PHOTOGRAPH OBTAINED FROM THE MICROSOFT CORPORATION BING MAPS.
4. SOILS INFORMATION VIA THE NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY (WEBSOILSURVEY.SC.EGOV.USDA.GOV.)

REFERENCE PLAN #1 NOTES:

1. THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED ON THE PREMISES ON FEBRUARY 6, 2020 AND DEPICTS CONDITIONS ON THAT DATE.
2. THE EXISTENCE AND/OR LOCATION OF ALL SUBSURFACE UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE FIELD VERIFIED BY ALL CONTRACTORS PRIOR TO CONSTRUCTION.
3. THE VERTICAL DATUM SHOWN ON THIS PLAN IS PER NAVD1988, OBTAINED VIA GPS OBSERVATIONS.
4. IN ACCORDANCE WITH FEMA PANEL NUMBER 42045C0102F EFFECTIVE DATE NOVEMBER 18, 2009, PREMISES IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.



LOCATION MAP
SCALE: 1" = 2,000'

EXISTING LOT DATA:

RECORD OWNER:	DEBORAH A. RICKETTS 1015 CHELSEA AVENUE SANTA MONICA, CA 90403
PARCEL ID:	22-09-01348-00
TAXMAP ID:	22-31-687:000
DEED BOOK & PAGE NO:	5181 & 681
GROSS LOT AREA:	32,027 SF (0.7352 AC)

EXISTING IMPERVIOUS COVERAGE:

BUILDING	332 SF (1.0%)
CONCRETE	146 SF
BRICK	368 SF
FIREPLACE	63 SF
WALLS	180 SF
TOTAL	1,088 SF (3.4%)

NON-VIABLE TREES TO BE REMOVED:
(AS DETERMINED BY A TREE EVALUATION BY MG TREE, BROOMALL, PA ON JUNE 18, 2020)

14" ASH	20" OAK	24" MAPLE	24" OAK	36" OAK
16" LOCUST	22" LOCUST	24" MAPLE	27" ASH	
16" MAPLE	24" LOCUST	24" OAK	33" ASH	

VIABLE TREES TO BE REMOVED:
13" TWIN
16" SPRUCE
18" MAPLE

NON-VIABLE DIAMETER TO BE REMOVED	304 INCHES
VIABLE DIAMETER TO BE REMOVED	47 INCHES
TOTAL DIAMETER TO BE REMOVED	351 INCHES
REQUIRED REPLACEMENT DIAMETER	1 INCH PER 4 INCHES REMOVED
TOTAL DIAMETER REQUIRED	47 / 4 = 12 INCHES
TOTAL 2.5" TREES REQUIRED	5 TREES

APPLICANT AND TOWNSHIP TO DETERMINE SPECIES, SIZE AND LOCATION OF REPLACEMENT TREES.

LINETYPE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING BUILDING SETBACK
- EXISTING FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELECOMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING STORM PIPES
- IMPERVIOUS TO BE REMOVED
- 15%-25% SLOPES
- >25% SLOPES
- VIABLE TREE TO BE REMOVED
- NON-VIABLE TREE TO BE IMPACTED

SOILS INFORMATION

SYMBOL	NAME	%SLOPE	HYDROLOGIC GROUP	DEPTH TO SH WATER	DEPTH TO BEDROCK
GnB	GLENVILLE SILT LOAM	3 TO 8 PERCENT SLOPES	C	1.73	1.57
Me	MADE LAND SCHIST AND GNEISS MATERIALS	NOT RATED	B	4.98	5.41
MhE	MANOR LOAM AND CHANNERY LOAM	25 TO 35 PERCENT SLOPES	B	6.6+	7.11

NOTES: IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

0 40' 80'
SCALE: 1" = 40'

REV	DATE	COMMENTS
3	07/30/20	TWP ENG
2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

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SEAL:
COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER C. YOHN
PE073703

PROJECT:	GREENBRIAR LANE SUBDIVISION
PROJECT ADDRESS:	GREENBRIAR LANE, HAVERTOWN, PA 19083
MUNICIPALITY:	HAVERFORD TOWNSHIP
COUNTY:	DELAWARE COUNTY
PLAN SET:	FINAL MINOR SUBDIVISION PLANS
SHEET NAME:	EXISTING CONDITIONS PLAN

PREPARED FOR:
OWNER / APPLICANT
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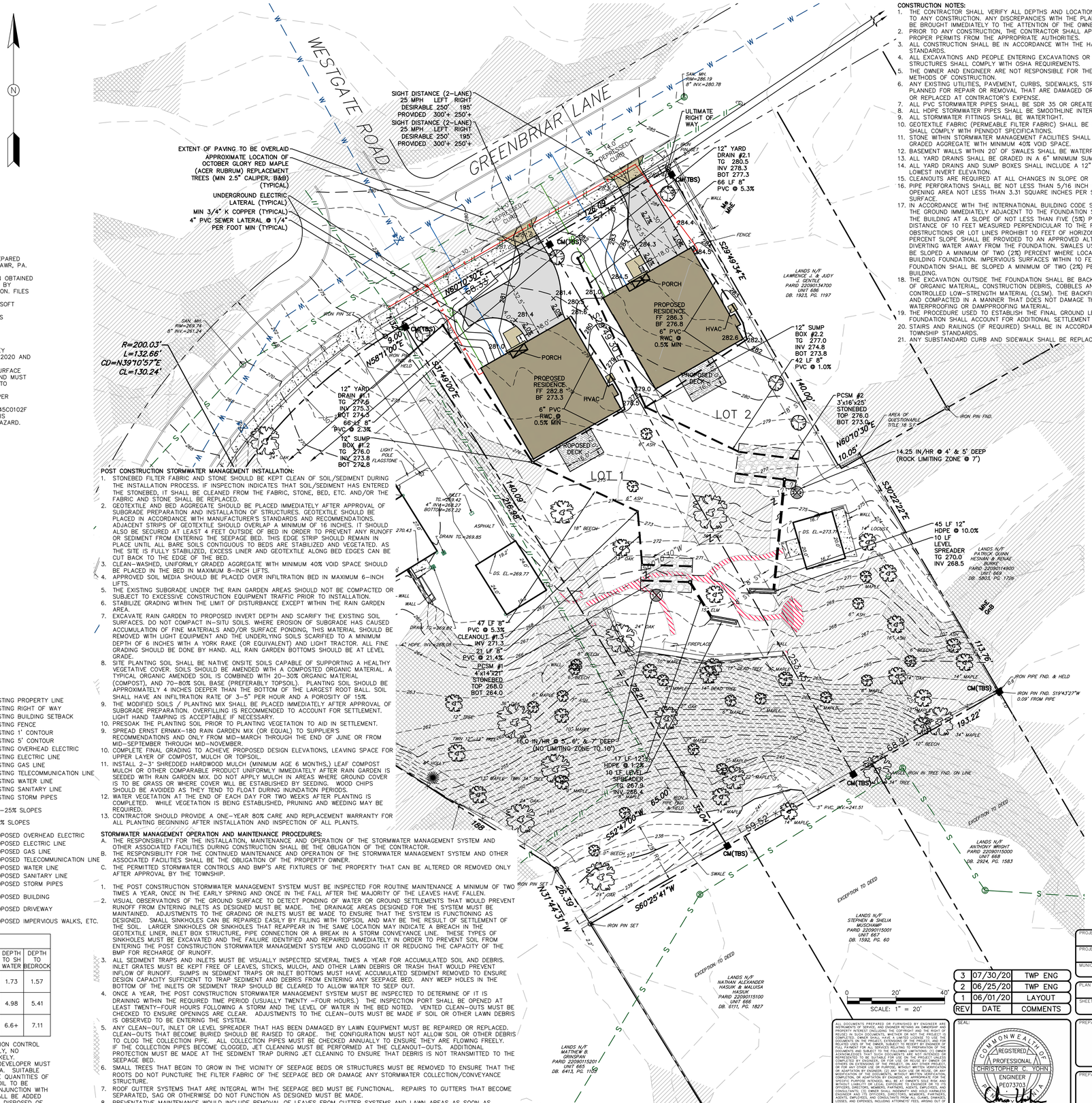


CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE OWNER AND ENGINEER.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE HAVERFORD TOWNSHIP STANDARDS.
4. ALL EXCAVATIONS AND PEOPLE ENTERING EXCAVATIONS OR OTHER BELOW GRADE STRUCTURES SHALL COMPLY WITH OSHA REQUIREMENTS.
5. THE OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR THE CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION.
6. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR REPAIR OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
7. ALL PVC STORMWATER PIPES SHALL BE SDR 35 OR GREATER.
8. ALL HDPE STORMWATER PIPES SHALL BE SMOOTHLINE INTERIOR.
9. ALL STORMWATER FITTINGS SHALL BE WATERTIGHT.
10. GEOTEXTILE FABRIC (PERMEABLE FILTER FABRIC) SHALL BE CLASS 1 NON–WOVEN AND SHALL COMPLY WITH PENNDOT SPECIFICATIONS.
11. STONE WITHIN STORMWATER MANAGEMENT FACILITIES SHALL BE CLEAN–WASHED, UNIFORMLY GRADED AGGREGATE WITH MINIMUM 40% VOID SPACE.
12. BASEMENT WALLS WITHIN 20' OF SWALES SHALL BE WATERPROOFED.
13. ALL YARD DRAINS SHALL BE GRADED IN A 6" MINIMUM SUMP CONDITION.
14. ALL YARD DRAINS AND SUMP BOXES SHALL INCLUDE A 12" MINIMUM SUMP BELOW THE LOWEST INVERT ELEVATION.
15. CLEANOUTS ARE REQUIRED AT ALL CHANGES IN SLOPE OR DIRECTION.
16. PIPE PERFORATIONS SHALL BE NOT LESS THAN 5/16 INCH IN DIAMETER AND PROVIDE AN OPENING AREA NOT LESS THAN 3.31 SQUARE INCHES PER SQUARE FOOT OF PIPE SURFACE.
17. IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SECTION 1804.3 SITE GRADING, THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN FIVE (5%) PERCENT FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET OF HORIZONTAL DISTANCE, A FIVE (5%) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF TWO (2%) PERCENT WHERE LOCATED WITHIN 10 FEET OF THE BUILDING FOUNDATION. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2%) PERCENT AWAY FROM THE BUILDING.
18. THE EXCAVATION OUTSIDE THE FOUNDATION SHALL BE BACKFILLED WITH SOIL THAT IS FREE OF ORGANIC MATERIAL, CONSTRUCTION DEBRIS, COBBLES AND BOULDERS OR WITH A CONTROLLED LOW–STRENGTH MATERIAL (CLSM). THE BACKFILL SHALL BE PLACED IN LIFTS AND COMPACTED IN A MANNER THAT DOES NOT DAMAGE THE FOUNDATION OR THE WATERPROOFING OR DAMPPROOFING MATERIAL.
19. THE PROCEDURE USED TO ESTABLISH THE FINAL GROUND LEVEL ADJACENT TO THE FOUNDATION SHALL ACCOUNT FOR ADDITIONAL SETTLEMENT OF THE BACKFILL.
20. STAIRS AND RAILINGS (IF REQUIRED) SHALL BE IN ACCORDANCE WITH THE HAVERFORD TOWNSHIP STANDARDS.
21. ANY SUBSTANDARD CURB AND SIDEWALK SHALL BE REPLACED.

POST CONSTRUCTION STORMWATER MANAGEMENT INSTALLATION:

1. STONEBED FILTER FABRIC AND STONE SHOULD BE KEPT CLEAN OF SOIL/SEDIMENT DURING THE INSTALLATION PROCESS. IF INSPECTION INDICATES THAT SOIL/SEDIMENT HAS ENTERED THE STONEBED, IT SHALL BE CLEANED FROM THE FABRIC, STONE, BED, ETC. AND/OR THE FABRIC AND STONE SHALL BE REPLACED.
2. GEOTEXTILE AND BED AGGREGATE SHOULD BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE PREPARATION AND INSTALLATION OF STRUCTURES. GEOTEXTILE SHOULD BE PLACED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDATIONS. ADJACENT STRIPS OF GEOTEXTILE SHOULD OVERLAP A MINIMUM OF 16 INCHES. IT SHOULD ALSO BE SECURED AT LEAST 4 FEET OUTSIDE OF BED IN ORDER TO PREVENT ANY RUNOFF OR SEDIMENT FROM ENTERING THE SEEPAGE BED. THIS EDGE STRIP SHOULD REMAIN IN PLACE UNTIL ALL BARE SOILS CONTIGUOUS TO BEDS ARE STABILIZED AND VEGETATED. AS THE SITE IS FULLY STABILIZED, EXCESS LINER AND GEOTEXTILE ALONG BED EDGES CAN BE CUT BACK TO THE EDGE OF THE BED.
3. CLEAN–WASHED, UNIFORMLY GRADED AGGREGATE WITH MINIMUM 40% VOID SPACE SHOULD BE PLACED IN THE BED IN MAXIMUM 8–INCH LIFTS.
4. APPROVED SOIL MEDIA SHOULD BE PLACED OVER INFILTRATION BED IN MAXIMUM 6–INCH LIFTS.
5. THE EXISTING SUBGRADE UNDER THE RAIN GARDEN AREAS SHOULD NOT BE COMPACTED OR SUBJECT TO EXCESSIVE CONSTRUCTION EQUIPMENT TRAFFIC PRIOR TO INSTALLATION.
6. STABILIZE GRADING WITHIN THE LIMIT OF DISTURBANCE EXCEPT WITHIN THE RAIN GARDEN AREA.
7. EXCAVATE RAIN GARDEN TO PROPOSED INVERT DEPTH AND SCARIFY THE EXISTING SOIL SURFACES. DO NOT COMPACT IN–SITU SOILS. WHERE EROSION OF SUBGRADE HAS CAUSED ACCUMULATION OF FINE MATERIALS AND/OR SURFACE PONDING, THIS MATERIAL SHOULD BE REMOVED WITH LIGHT EQUIPMENT AND THE UNDERLYING SOILS SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES WITH A YORK RAKE (OR EQUIVALENT) AND LIGHT TRACTOR. ALL FINE GRADING SHOULD BE DONE BY HAND. ALL RAIN GARDEN BOTTOMS SHOULD BE AT LEVEL GRADE.
8. SITE PLANTING SOIL SHALL BE NATIVE ONSITE SOILS CAPABLE OF SUPPORTING A HEALTHY VEGETATIVE COVER. SOILS SHOULD BE AMENDED WITH A COMPOSTED ORGANIC MATERIAL. A TYPICAL ORGANIC AMENDED SOIL IS COMBINED WITH 20–30% ORGANIC MATERIAL (COMPOST) AND 70–80% SOIL BASE (PREFERABLY TOPSOIL). PLANTING SOIL SHOULD BE APPROXIMATELY 4 INCHES DEEPER THAN THE BOTTOM OF THE LARGEST ROOT BALL. SOIL SHALL HAVE AN INFILTRATION RATE OF 3–5" PER HOUR AND A POROSITY OF 15%.
9. THE MODIFIED SOILS / PLANTING MIX SHALL BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE PREPARATION. OVERFILLING IS RECOMMENDED TO ACCOUNT FOR SETTLEMENT. LIGHT HAND TAMPING IS ACCEPTABLE IF NECESSARY.
10. PRESOAK THE PLANTING SOIL PRIOR TO PLANTING VEGETATION TO AID IN SETTLEMENT.
9. SPREAD ERNST ERNMX–180 RAIN GARDEN MIX (OR EQUAL) TO SUPPLIER'S RECOMMENDATIONS AND ONLY FROM MID–MARCH THROUGH THE END OF JUNE OR FROM MID–SEPTEMBER THROUGH MID–NOVEMBER.
10. COMPLETE FINAL GRADING TO ACHIEVE PROPOSED DESIGN ELEVATIONS, LEAVING SPACE FOR UPPER LAYER OF COMPOST, MULCH OR TOPSOIL.
11. INSTALL 2–3" SHREDDED HARDWOOD MULCH (MINIMUM AGE 6 MONTHS.) LEAF COMPOST MULCH OR OTHER COMPARABLE PRODUCT UNIFORMLY IMMEDIATELY AFTER RAIN GARDEN IS SEEDED WITH RAIN GARDEN MIX. DO NOT APPLY MULCH IN AREAS WHERE GROUND COVER IS TO BE GRASS OR WHERE COVER WILL BE ESTABLISHED BY SEEDING. WOOD CHIPS SHOULD BE AVOIDED AS THEY TEND TO FLOAT DURING INUNDATION PERIODS.
12. WATER VEGETATION AT THE END OF EACH DAY FOR TWO WEEKS AFTER PLANTING IS COMPLETED. WHILE VEGETATION IS BEING ESTABLISHED, PRUNING AND WEEDING MAY BE REQUIRED.
13. CONTRACTOR SHOULD PROVIDE A ONE–YEAR 80% CARE AND REPLACEMENT WARRANTY FOR ALL PLANTING BEGINNING AFTER INSTALLATION AND INSPECTION OF ALL PLANTS.

STORMWATER MANAGEMENT OPERATION AND MAINTENANCE PROCEDURES:

A. THE RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT SYSTEM AND OTHER ASSOCIATED FACILITIES DURING CONSTRUCTION SHALL BE THE OBLIGATION OF THE CONTRACTOR.
B. THE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT SYSTEM AND OTHER ASSOCIATED FACILITIES SHALL BE THE OBLIGATION OF THE PROPERTY OWNER.
C. THE PERMITTED STORMWATER CONTROLS AND BMP'S ARE FIXTURES OF THE PROPERTY THAT CAN BE ALTERED OR REMOVED ONLY AFTER APPROVAL BY THE TOWNSHIP.

1. THE POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM MUST BE INSPECTED FOR ROUTINE MAINTENANCE A MINIMUM OF TWO TIMES A YEAR, ONCE IN THE EARLY SPRING AND ONCE IN THE FALL AFTER THE MAJORITY OF THE LEAVES HAVE FALLEN.
2. VISUAL OBSERVATIONS OF THE GROUND SURFACE TO DETECT PONDING OF WATER OR GROUND SETTLEMENTS THAT WOULD PREVENT RUNOFF FROM ENTERING INLETS AS DESIGNED MUST BE MADE. THE DRAINAGE AREAS DESIGNED FOR THE SYSTEM MUST BE MAINTAINED. ADJUSTMENTS TO THE GRADING OR INLETS MUST BE MADE TO ENSURE THAT THE SYSTEM IS FUNCTIONING AS DESIGNED. SMALL SINKHOLES CAN BE REPAIRED EASILY BY FILLING WITH TOPSOIL AND MAY BE THE RESULT OF SETTLEMENT OF THE SOIL. LARGER SINKHOLES OR SINKHOLES THAT REAPPEAR IN THE SAME LOCATION MAY INDICATE A BREACH IN THE GEOTEXTILE LINER, INLET BOX STRUCTURE, PIPE CONNECTION OR A BREAK IN A STORM CONVEYANCE LINE. THESE TYPES OF SINKHOLES MUST BE EXCAVATED AND THE FAILURE IDENTIFIED AND REPAIRED IMMEDIATELY IN ORDER TO PREVENT SOIL FROM ENTERING THE POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM AND CLOGGING IT OR REDUCING THE CAPACITY OF THE BMP FOR RECHARGE OF RUNOFF.
3. ALL SEDIMENT TRAPS AND INLETS MUST BE VISUALLY INSPECTED SEVERAL TIMES A YEAR FOR ACCUMULATED SOIL AND DEBRIS. INLET GRATES MUST BE KEPT FREE OF LEAVES, STICKS, MULCH, AND OTHER LAWN DEBRIS OR TRASH THAT WOULD PREVENT INFLOW OF RUNOFF. SUMPS IN SEDIMENT TRAPS OR INLET BOTTOMS MUST HAVE ACCUMULATED SEDIMENT REMOVED TO ENSURE DESIGN CAPACITY SUFFICIENT TO TRAP SEDIMENT AND DEBRIS FROM ENTERING ANY SEEPAGE BED. ANY WEEP HOLES IN THE BOTTOM OF THE INLETS OR SEDIMENT TRAP SHOULD BE CLEARED TO ALLOW WATER TO SEEP OUT.
4. ONCE A YEAR, THE POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM MUST BE INSPECTED TO DETERMINE OF IT IS DRAINING WITHIN THE REQUIRED TIME PERIOD (USUALLY TWENTY –FOUR HOURS.) THE INSPECTION PORT SHALL BE OPENED AT LEAST TWENTY–FOUR HOURS FOLLOWING A STORM AND THE LEVEL OF WATER IN THE BED NOTED. VENTED CLEAN–OUTS MUST BE CHECKED TO ENSURE OPENINGS ARE CLEAR. ADJUSTMENTS TO THE CLEAN–OUTS MUST BE MADE IF SOIL OR OTHER LAWN DEBRIS IS OBSERVED TO BE ENTERING THE SYSTEM.
5. ANY CLEAN–OUT, INLET OR LEVEL SPREADER THAT HAS BEEN DAMAGED BY LAWN EQUIPMENT MUST BE REPAIRED OR REPLACED. CLEAN–OUTS THAT BECOME BURIED SHOULD BE RAISED TO GRADE. THE CONFIGURATION MUST NOT ALLOW SOIL OR OTHER DEBRIS TO CLOG THE COLLECTION PIPE. ALL COLLECTION PIPES MUST BE CHECKED ANNUALLY TO ENSURE THEY ARE FLOWING FREELY. IF THE COLLECTION PIPES BECOME CLOGGED, JET CLEANING MUST BE PERFORMED AT THE CLEANOUT–OUTS. ADDITIONAL PROTECTION MUST BE MADE AT THE SEDIMENT TRAP DURING JET CLEANING TO ENSURE THAT DEBRIS IS NOT TRANSMITTED TO THE SEEPAGE BED.
6. SMALL TREES THAT BEGIN TO GROW IN THE VICINITY OF SEEPAGE BEDS OR STRUCTURES MUST BE REMOVED TO ENSURE THAT THE ROOTS DO NOT PUNCTURE THE FILTER FABRIC OF THE SEEPAGE BED OR DAMAGE ANY STORMWATER COLLECTION/CONVEYANCE STRUCTURE.
7. ROOF GUTTER SYSTEMS THAT ARE INTEGRAL WITH THE SEEPAGE BED MUST BE FUNCTIONAL. REPAIRS TO GUTTERS THAT BECOME SEPARATED, SAG OR OTHERWISE DO NOT FUNCTION AS DESIGNED MUST BE MADE.
8. PREVENTATIVE MAINTENANCE WOULD INCLUDE REMOVAL OF LEAVES FROM GUTTER SYSTEMS AND LAWN AREAS AS SOON AS POSSIBLE TO AVOID CONTAMINATION OF CLOGGING OF THE SYSTEM. LOCATING LANDSCAPE–MULCHED AREAS AWAY FROM CONCENTRATED RUNOFF AREAS OR SWALES THAT COULD WASH MULCH INTO INLET OR LEVEL SPREADER IS RECOMMENDED.

LINETYPE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING BUILDING SETBACK
- EXISTING FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELECOMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING STORM PIPES
- 15%–25% SLOPES
- >25% SLOPES
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- PROPOSED TELECOMMUNICATION LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY LINE
- PROPOSED STORM PIPES
- PROPOSED BUILDING
- PROPOSED DRIVEWAY
- PROPOSED IMPERVIOUS WALKS, ETC.

SOILS INFORMATION

SYMBOL	NAME	%SLOPE	HYDROLOGIC GROUP	DEPTH TO SH WATER	DEPTH TO BEDROCK
GnB	GLENVILLE SILT LOAM	3 TO 8 PERCENT SLOPES	C	1.73	1.57
Me	MADE LAND SCHIST AND GNEISS MATERIALS	NOT RATED	B	4.98	5.41
MhE	MANOR LOAM AND CHANNERY LOAM	25 TO 35 PERCENT SLOPES	B	6.6+	7.11

NOTES: IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

LOCATION MAP
SCALE: 1" = 2,000'

EXISTING LOT DATA:

RECORD OWNER:	DEBORAH A. RICKETTS 1015 CHELSEA AVENUE SANTA MONICA, CA 90403
PARCEL ID:	22–09–01348–00
TAXMAP ID:	22–31–687.000
DEED BOOK & PAGE NO:	5181 & 681
GROSS LOT AREA:	32,027 SF (0.7352 AC)

EXISTING IMPERVIOUS COVERAGE:

BUILDING	332 SF (1.0%)
CONCRETE	146 SF
BRICK	368 SF
FIREPLACE	63 SF
WALLS	180 SF
TOTAL	1,088 SF (3.4%)

PROPOSED LOT 1 DATA:

GROSS LOT AREA:	16,193 SF (0.3717 AC)
NET LOT AREA:	16,022 SF (0.3678 AC)

PROPOSED IMPERVIOUS COVERAGE:

BUILDING	1,803 SF
DRIVEWAY	819 SF
WALLS, WALKS, ETC.	207 SF
TOTAL	2,829 SF (17.7%)
MAXIMUM ALLOWED	7,210 SF (45.0%)

BUILDING COVERAGE CALCULATION:

BUILDING	1,803 SF
DECK	192 SF
TOTAL BUILDING COVERAGE	1,995 SF (12.5%)

PROPOSED LOT 2 DATA:

GROSS LOT AREA:	15,835 SF (0.3635 AC)
NET LOT AREA:	15,691 SF (0.3602 AC)

PROPOSED IMPERVIOUS COVERAGE:

BUILDING	2,135 SF
DRIVEWAY	501 SF
WALLS, WALKS, ETC.	217 SF
TOTAL	2,853 SF (18.2%)
MAXIMUM ALLOWED	7,061 SF (45.0%)

BUILDING COVERAGE CALCULATION:

BUILDING	2,135 SF
DECK	192 SF
TOTAL BUILDING COVERAGE	2,327 SF (14.8%)

GENERAL NOTES:

1. THE INTENT OF THIS PLAN IS TO ILLUSTRATE THE SUBDIVISION OF THE EXISTING LOT AND THE CONSTRUCTION OF TWO NEW SINGLE FAMILY DWELLINGS.
2. THE STORMWATER MANAGEMENT FACILITIES HAVE BEEN DESIGNED FOR 7,051 SF OF PROPOSED IMPERVIOUS WHICH INCLUDES THE PROPOSED IMPERVIOUS AS WELL AS 2,000 SF FOR FUTURE DEVELOPMENT (OF WHICH 1,700 SF MAY GO UNCONTROLLED). THE CALCULATIONS INCLUDE 315 SF WITHIN THE RIGHT OF WAY AND DO NOT INCLUDE 646 SF TO REMAIN UNCHANGED.
3. THE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT SYSTEMS AND OTHER ASSOCIATED FACILITIES WILL BE THE OBLIGATION OF THE PROPERTY OWNER.
4. THE DEVELOPMENT BE SERVICED BY A NEW INDIVIDUAL PRIVATE, GRAVITY SEWER LATERAL AND WATER LATERAL, WHICH WILL CONNECT TO THE EXISTING TOWNSHIP SEWER MAIN AND AQUA WATER MAIN WITHIN GREENBRIAR LANE.
5. FOUNDATION AS–BUILTS SHALL BE SUBMITTED TO THE TOWNSHIP FOR APPROVAL.

THE LANDOWNER ACKNOWLEDGES THAT THE STORMWATER CONTROLS AND BMPS ARE FIXTURES THAT CAN BE ALTERED OR REMOVED ONLY AFTER APPROVAL BY HAVERFORD TOWNSHIP. ANY REVISION TO THE APPROVED DRAINAGE PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE MUNICIPALITY, AND A REVISED EROSION AND SEDIMENT CONTROL PLAN SHALL BE SUBMITTED TO, AND APPROVED BY, THE CONSERVATION DISTRICT OR MUNICIPALITY (AS APPLICABLE) FOR A DETERMINATION OF ADEQUACY PRIOR TO CONSTRUCTION OF THE REVISED FEATURES.

VINCE SPOSATO, MEMBER OF SLEEPY VALLEY HOLDINGS, LLC

I CHRISTOPHER C. YOHN, P.E., CPESC, ON THIS DATE 07/30/20, HEREBY CERTIFY THAT THE SWM SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE HAVERFORD TOWNSHIP STORMWATER MANAGEMENT CODE.

CHRISTOPHER C. YOHN, P.E., CPESC

REV	DATE	COMMENTS
3	07/30/20	TWP ENG
2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

ALL DOCUMENTS PREPARED OR FURNISHED BY ENGINEER ARE INSTRUMENTS OF SERVICE AND OWNER RETAINS ALL OWNERSHIP AND PROPERTY INTEREST (INCLUDING THE COPYRIGHT AND THE RIGHT OF REUSE) IN SUCH DOCUMENTS, WHETHER OR NOT THE PROJECT IS COMPLETED. OWNER SHALL HAVE A LIMITED LICENSE TO USE THE DOCUMENTS PREPARED BY ENGINEER FOR THE PURPOSE OF COMPLETING RELATED USES OF THE OWNER, SUBJECT TO RECEIPT BY ENGINEER OF FULL PAYMENT FOR ALL SERVICES RELATING TO PREPARATION OF THE DOCUMENTS AND SUBJECT TO THE FOLLOWING LIMITATIONS: (1) OWNER ACKNOWLEDGES THAT SUCH DOCUMENTS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR USE ON THE PROJECT UNLESS THE APPROPRIATE PROFESSIONAL ENGINEER REVIEWS AND APPROVES OWNERS ON EXTENSIONS OF THE PROJECT, OR ANY OTHER PROJECTS OR FOR ANY OTHER USE OR PURPOSE, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ENGINEER; (2) ANY REUSE OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ENGINEER, AS APPROPRIATE FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS; (3) OWNER SHALL INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS BY OWNER OR PERSONS OTHER THAN ENGINEER WITHOUT ADAPTATION BY ENGINEER AND (4) SUCH LIMITED LICENSE TO OWNER SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.

SEAL: COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — CHRISTOPHER C. YOHN — ENGINEER — PE073703

PROJECT: GREENBRIAR LANE SUBDIVISION

PROJECT ADDRESS: GREENBRIAR LANE, HAVERTOWN, PA 19083

MUNICIPALITY: HAVERFORD TOWNSHIP | COUNTY: DELAWARE COUNTY

PLAN SET: FINAL MINOR SUBDIVISION PLANS

SHEET NAME: POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

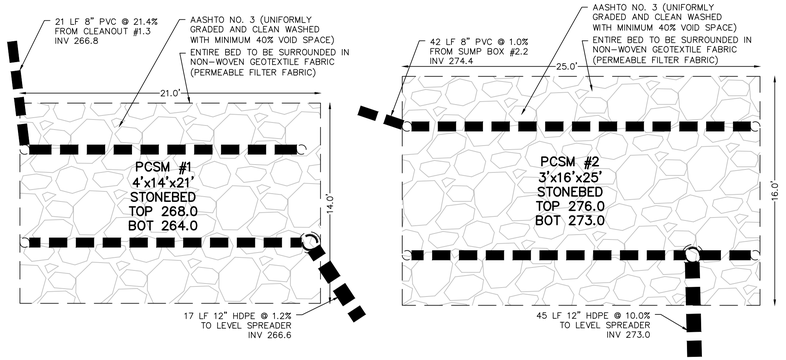
PREPARED FOR:
OWNER / APPLICANT
SLEEPY VALLEY HOLDINGS, LLC
C/O VINCE SPOSATO
35 SLEEPY HOLLOW DRIVE
NEWTOWN SQUARE, PA 19073

DATE:	APRIL 3, 2020
SCALE:	1" = 20'
ONE CALL NUMBER:	2020–153–1932
DRAWN BY:	CCY
PROJECT NUMBER:	20–009

PREPARED BY:
YOHN ENGINEERING, LLC
555 SECOND AVENUE, SUITE B–205
COLLEGEVILLE, PA 19426
610–489–4580
WWW.YOHNENGINEERING.COM

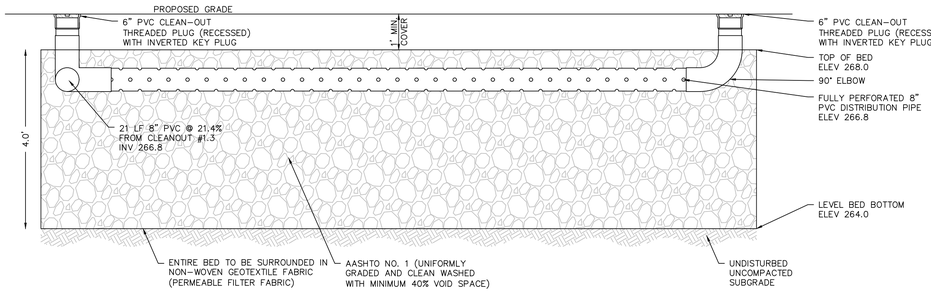
YOHN Engineering, LLC

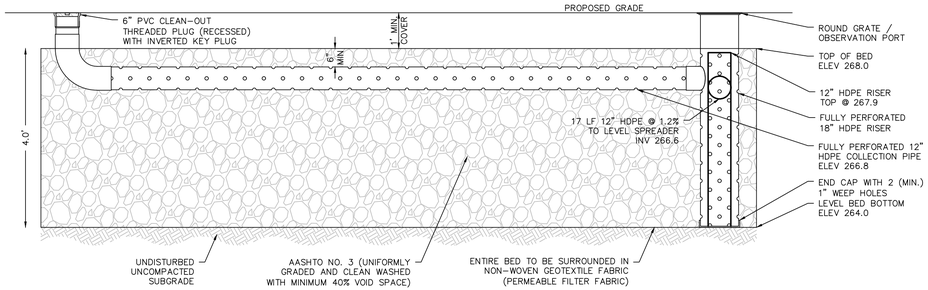
SHEET: 4 OF 7



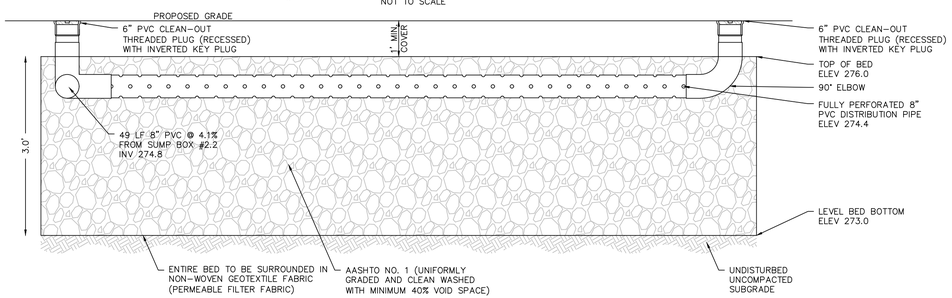
PIPE PERFORATION SPECIFICATIONS		
PIPE SIZE	HOLES PER LINEAR FOOT (⅜" HOLES)	HOLES PER LINEAR FOOT (½" HOLES)
6"	68	12
8"	90	16
10"	113	20
12"	136	24
15"	169	30
18"	203	36
24"	271	48
30"	339	60
36"	407	72
48"	542	96
60"	678	120
72"	813	144

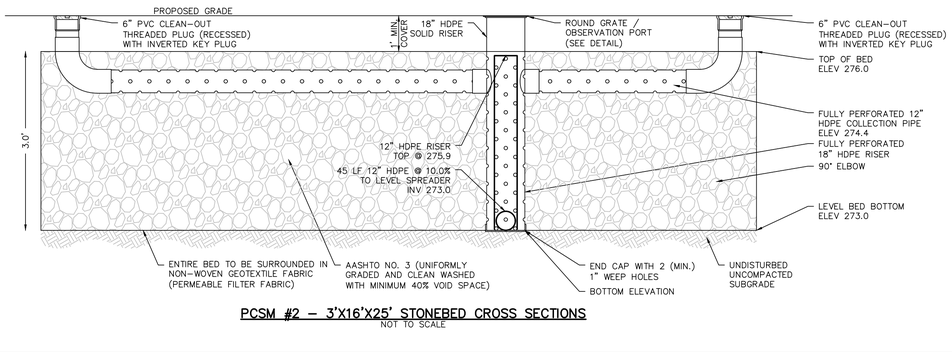
NOTE: PIPE PERFORATIONS SHALL BE NOT LESS THAN 5/16 INCH IN DIAMETER AND PROVIDE AN OPENING AREA NOT LESS THAN 3.31 SQUARE INCHES PER SQUARE FOOT OF PIPE SURFACE.



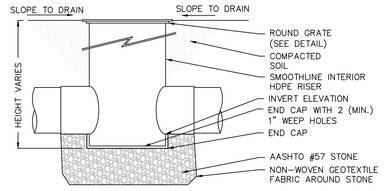


PCSM #1 – 4'X14'X21' STONEBED CROSS SECTIONS
NOT TO SCALE

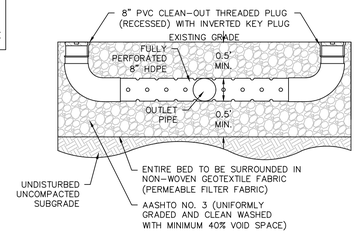




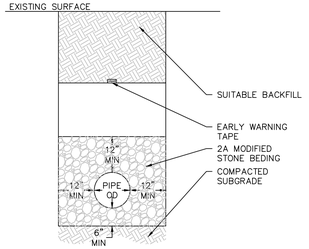
PCSM #2 – 3'X16'X25' STONEBED CROSS SECTIONS
NOT TO SCALE



YARD DRAIN/SUMP BOX DETAIL (OR APPROVED EQUAL)
NOT TO SCALE

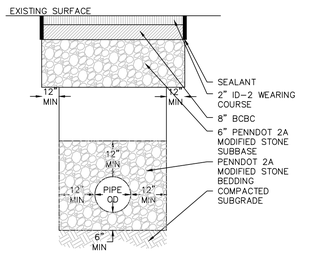


SPREADER CROSS SECTION
NOT TO SCALE



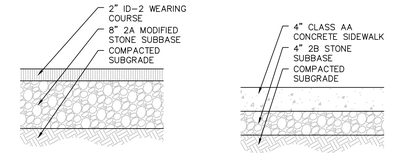
NOTES:
1. MODIFIED STONE MAY BE REQUIRED FOR THE FULL HEIGHT OF THE TRENCH.
2. ADDITIONAL PREPARATIONS MAY BE REQUIRED BY SITE AND SOIL CONDITIONS.
3. BACKFILL MUST BE COMPACTED IN 12" MAX LIFTS. THE TOWNSHIP ENGINEER MAY REQUIRE SUBMITTAL OF COMPACTION TEST RESULTS.

TRENCH RESTORATION DETAIL
NOT TO SCALE



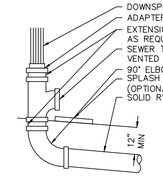
NOTES:
1. MODIFIED STONE MAY BE REQUIRED FOR THE FULL HEIGHT OF THE TRENCH.
2. ADDITIONAL PREPARATIONS MAY BE REQUIRED BY SITE AND SOIL CONDITIONS.
3. BACKFILL MUST BE COMPACTED IN 12" MAX LIFTS. THE TOWNSHIP ENGINEER MAY REQUIRE SUBMITTAL OF COMPACTION TEST RESULTS.

TRENCH AND ROADWAY RESTORATION DETAIL
NOT TO SCALE

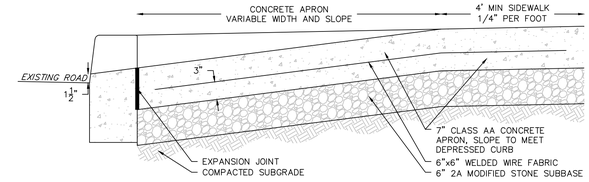


DRIVEWAY CROSS SECTION
NOT TO SCALE

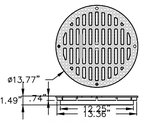
SIDEWALK CROSS SECTION
NOT TO SCALE



DOWNSPOUT CONNECTION DETAIL
NOT TO SCALE

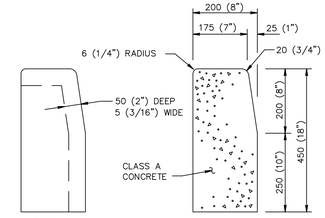


CONCRETE APRON CROSS SECTION
NOT TO SCALE



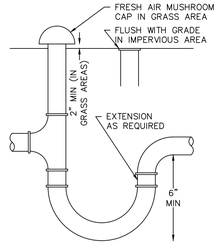
POLYLOK 12" GRATE
PART NO. 3017-G
MATERIAL – POLYPROPYLENE
COLOR – BLACK & GREEN
OPEN AREA – 35 SQ. IN.
FLOW RATE – 45.85 GPM

12" GRATE DETAIL (OR EQUAL)
NOT TO SCALE



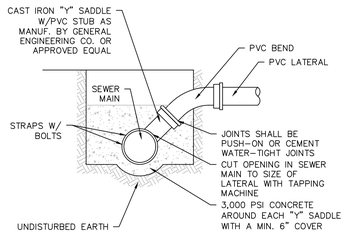
NOTES:
1. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTION 630 FOR PLAIN CEMENT CONCRETE CURB AND DEPRESSED CURB, SECTION 640 FOR PLAIN CEMENT CONCRETE GUTTER AND SECTION 641 FOR PLAIN CEMENT CONCRETE CURB GUTTER.
2. SPACE CONTRACTION JOINTS IN UNIFORM LENGTHS OR SECTIONS.
3. PLACE 20 (3/4") THICK PREMOLDED EXPANSION JOINT FILLER MATERIAL AT STRUCTURES AND AT THE END OF THE WORK DAY. CUT MATERIAL TO CONFORM TO AREA ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.
4. SEE RC-50M FOR PLAIN CEMENT CONCRETE CURB SLOPED TOP TREATMENT AT END OF STRUCTURES.
5. WHERE CURBS ARE INSTALLED ADJACENT TO PARKING LANES A 150 (6") HIGH CURB CAN BE UTILIZED WITH APPROVAL FROM THE LOCAL MUNICIPALITY.
6. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED. CUSTOMARY UNITS IN ( ) PARENTHESES.

PLAIN CEMENT CONCRETE CURB
NOT TO SCALE

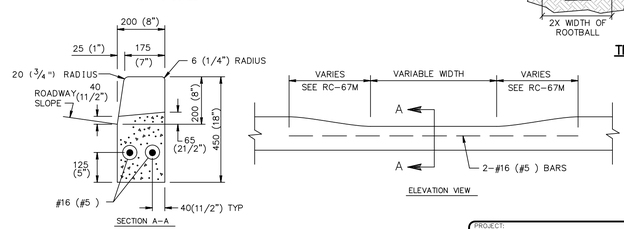


NOTES:
1. NO REDUCTION IN SIZE FROM HOUSE TO SEWER.
2. NO STORM SEWER OR SURFACE WATER OF ANY NATURE SHALL BE PERMITTED TO ENTER THE SANITARY SYSTEM.
3. CONCRETE ENCASEMENT MAY BE REQUIRED AT THE DIRECTION OF THE TOWNSHIP.

SEWER VENT AND TRAP DETAIL
NOT TO SCALE

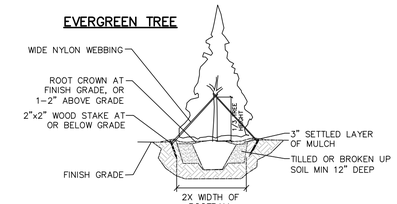


LATERAL CONNECTION DETAIL
NOT TO SCALE

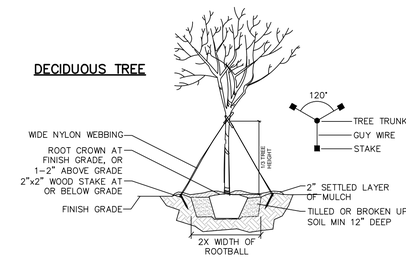


DEPRESSED CURB FOR DRIVEWAYS
NOT TO SCALE

EVERGREEN TREE



DECIDUOUS TREE



TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANTING NOTES:
1. ALL PLANT MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
2. DIG THE PLANTING HOLE A MINIMUM OF 2x WIDTH OF ROOTBALL FOR AT LEAST THE FIRST 12 INCHES OF DEPTH. BELOW 12 INCHES, DIG HOLE WIDE ENOUGH TO PERMIT ADJUSTING. DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH.
3. SCARIFY THE SUBGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY SOILS (MORE THAN 15% CLAY).
4. LIFT AND SET THE TREE BY ROOT BALL ONLY. DO NOT LIFT USING THE TREE TRUNK AND DO NOT USE TREE TRUNK AS A LEVER.
5. SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE OR SLIGHTLY HIGHER IF THE SOIL IS PRONE TO SETTLING.
6. AFTER THE TREE IS SET IN PLACE, REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE UPPER 1/3 OF THE ROOTBALL.
7. BACKFILL WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. DO NOT ADD AMENDMENTS TO THE BACKFILL SOIL. AMEND THE SURFACE WITH MULCH.
8. USE THREE 2" X 2" WOOD STAKES DRIVEN INTO UNDISTURBED SOIL A MINIMUM OF 16 INCHES. SPACE STAKES EQUALLY AROUND THE TREE.
9. ATTACH 3/4" NYLON WEBBING TO CONNECT THE TREE TO STAKES. ATTACH WEBBING AT 1/3 THE TREE HEIGHT.
10. APPLY A 3" (SETTLED) DEPTH OF BARK MULCH TO THE PLANTING SURFACE, LEAVE A 2" SPACE AROUND THE TRUNK FOR AIR CIRCULATION.
11. PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
12. REMOVE ANY TRUNK WRAP REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED ON TRUNK.

REPLACEMENT TREE NOTES:
1. THE FINAL LOCATION OF THE REPLACEMENT TREES SHALL BE CONFIRMED BY THE OWNER AND APPROVED BY THE TOWNSHIP ARBORIST.

REV	DATE	COMMENTS
3	07/30/20	TWP ENG
2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

ALL DOCUMENTS PREPARED OR FURNISHED BY ENGINEER ARE INSTRUMENTS OF SERVICE, AND ENGINEER RETAINS AN OWNERSHIP AND PROPERTY INTEREST (INCLUDING THE COPYRIGHT AND THE RIGHT OF REUSE) IN SUCH DOCUMENTS WHETHER OR NOT THE PROJECT IS COMPLETED. OWNER SHALL HAVE A LIMITED LICENSE TO USE THE DOCUMENTS ON THE PROJECT, EXTENSIONS OF THE PROJECT, AND FUTURE USES BY THE OWNER SUBJECT TO RECEIPT BY ENGINEER OF PAYMENT IN FULL FOR THE SERVICES RELATING TO PREPARATION OF THE DOCUMENTS AND SUBJECT TO THE FOLLOWING LIMITATIONS: (1) OWNER ACKNOWLEDGES THAT SUCH DOCUMENTS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT SPECIFIC WRITTEN VERIFICATION OR ADAPTATION BY ENGINEER, (2) ANY SUCH USE OR REUSE, OR ANY MODIFICATION OF THE DOCUMENTS, WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER AS APPROPRIATE FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ENGINEER OR TO ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS (3) OWNER SHALL INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER; AND (4) SUCH LIMITED LICENSE TO OWNER SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.

SEAL:

PROJECT: GREENBRIAR LANE SUBDIVISION

PROJECT ADDRESS: GREENBRIAR LANE, HAVERTOWN, PA 19083

MUNICIPALITY: HAVERFORD TOWNSHIP | COUNTY: DELAWARE COUNTY

PLAN SET: FINAL MINOR SUBDIVISION PLANS

SHEET NAME: POST CONSTRUCTION STORMWATER MANAGEMENT NOTES & DETAILS

PREPARED FOR:
OWNER / APPLICANT
SLEEPY VALLEY HOLDINGS, LLC
C/O VINCE SPOSATO
35 SLEEPY HOLLOW DRIVE
NEWTOWN SQUARE, PA 19073

DATE: APRIL 3, 2020
SCALE: NO SCALE
ONE CALL NUMBER: 2020-153-1932
DRAWN BY: CCY
PROJECT NUMBER: 20-009

PREPARED BY:
YOHN ENGINEERING, LLC
555 SECOND AVENUE, SUITE B-205
COLLEGEVILLE, PA 19426
610-489-4580
WWW.YOHNENGINEERING.COM

YOHN Engineering, LLC

SHEET: 5 OF 7

Serial Number: 2020-153-1932

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

Pennsylvania One Call System, Inc.
1-800-242-1776

ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

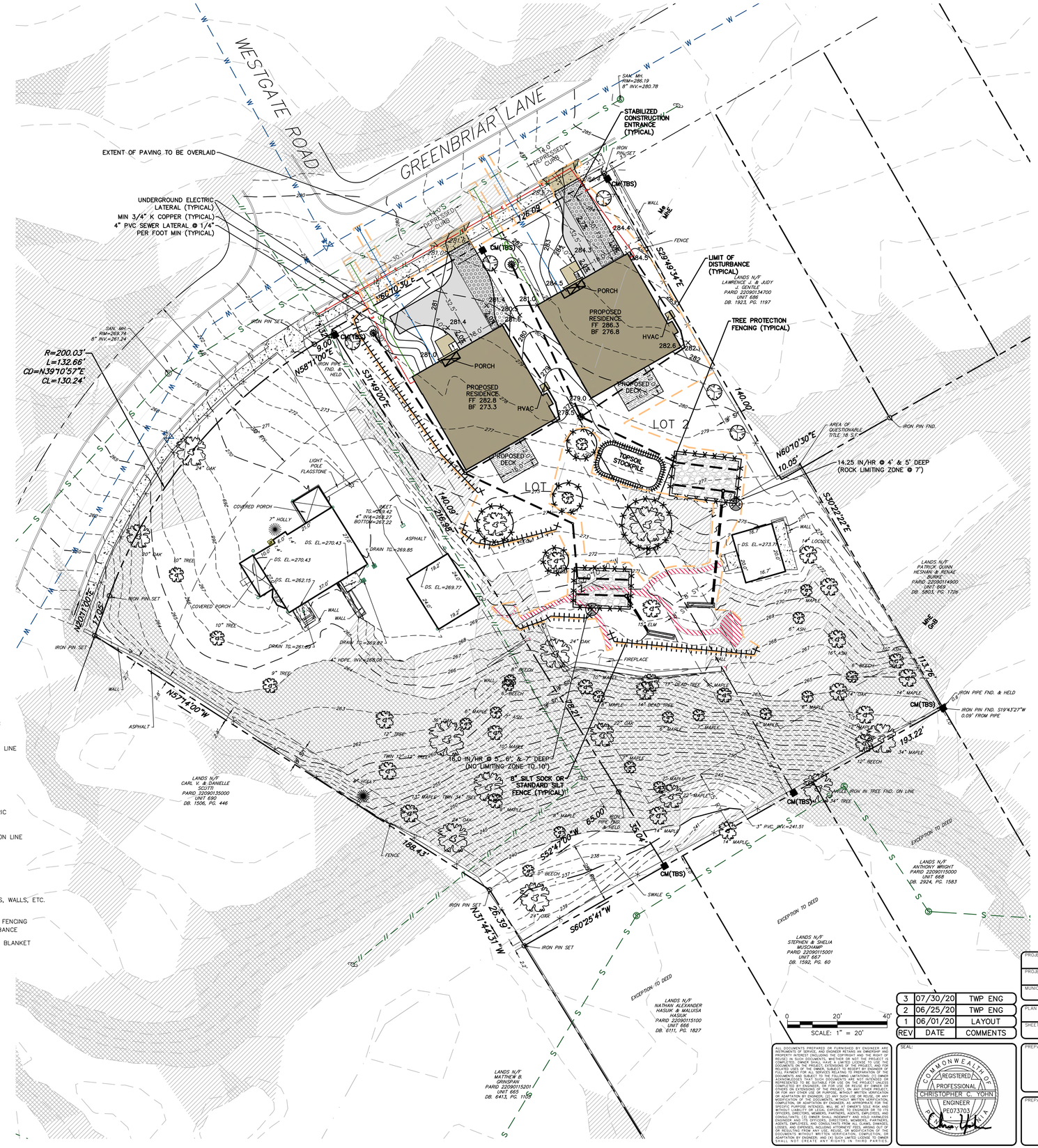
AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1776 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

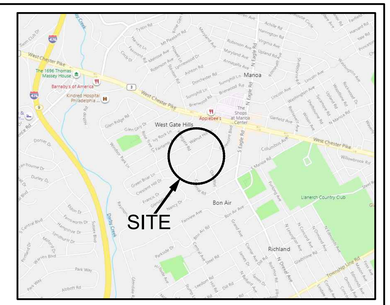
REFERENCE PLANS:

1. BOUNDARY AND TOPOGRAPHIC SURVEY PLAN PREPARED FOR VINCE SPOSATO BY MOMENEE, INC., BRYN MAWR, PA. DATED FEBRUARY 13, 2020. FILE NO. 20-051.
2. LIDAR TOPOGRAPHY AND OTHER GIS INFORMATION OBTAINED ELECTRONICALLY FROM SHAPE FILES DISTRIBUTED BY DELAWARE VALLEY REGIONAL PLANNING COMMISSION. FILES WERE OBTAINED VIA WWW.PASDA.PSU.EDU.
3. AERIAL PHOTOGRAPH OBTAINED FROM THE MICROSOFT CORPORATION BING MAPS.
4. SOILS INFORMATION VIA THE NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY (WEBSOILSURVEY.SC.EGOV.USDA.GOV.)

REFERENCE PLAN #1 NOTES:

1. THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED ON THE PREMISES ON FEBRUARY 6, 2020 AND DEPICTS CONDITIONS ON THAT DATE.
2. THE EXISTENCE AND/OR LOCATION OF ALL SUBSURFACE UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE FIELD VERIFIED BY ALL CONTRACTORS PRIOR TO CONSTRUCTION.
3. THE VERTICAL DATUM SHOWN ON THIS PLAN IS PER NAVD1988, OBTAINED VIA GPS OBSERVATIONS.
4. IN ACCORDANCE WITH FEMA PANEL NUMBER 42045C0102F EFFECTIVE DATE NOVEMBER 18, 2009, PREMISES IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.





LOCATION MAP
SCALE: 1" = 2,000'

CONSTRUCTION TIMING AND SEQUENCE NOTES:

1. ANTICIPATED START OF CONSTRUCTION: SEPTEMBER 2020.
2. INSTALL THE TREE PROTECTION FENCING AND NOTIFY TOWNSHIP FOR APPROVAL AND 48 HOURS PRIOR TO THE START OF EARTHMOVING ACTIVITIES.
3. INSTALL THE STABILIZED CONSTRUCTION ENTRANCE. ALL CONSTRUCTION VEHICLES SHALL UTILIZE THIS ENTRANCE TO EXIT THE SITE.
4. INSTALL SILT FENCE, STRIP TOPSOIL AND STOCKPILE FOR FUTURE USE. SURROUND STOCKPILE WITH SILT FENCE AND IMMEDIATELY STABILIZE.
5. CLEAR AND GRUB THE SITE WITHIN THE LIMITS OF DISTURBANCE.
6. DEMOLISH PORTIONS OF EXISTING IMPERVIOUS AS NOTED ON THE PLAN.
7. EXCAVATE FOR THE PROPOSED FOUNDATIONS, CONSTRUCT AND BACKFILL AND ROUGH GRADE THE SITE.
8. INSTALL THE STONE BASE FOR THE DRIVEWAYS.
9. CONCURRENT WITH DRIVEWAY STONE, BEGIN BUILDING CONSTRUCTION.
10. FINAL GRADE THE SITE AND INSTALL THE WALKWAYS, PATIOS AND FINAL PAVING.
11. SPREAD TOPSOIL, SEED AND IMMEDIATELY STABILIZE.
12. NOTIFY THE TOWNSHIP ENGINEER 48 HOURS PRIOR TO THE INSTALLATION OF THE STORMWATER MANAGEMENT SYSTEM AND ASSOCIATED FACILITIES. UPON SITE STABILIZATION, INSTALL THE PERMANENT STORMWATER MANAGEMENT SYSTEM. THE STORMWATER MANAGEMENT SYSTEM SHALL NOT RECEIVE RUNOFF WITHOUT THE PRIOR APPROVAL FROM THE TOWNSHIP ENGINEER AND UNTIL THE ENTIRE DRAINAGE AREA CONTRIBUTORY HAS ACHIEVED FINAL STABILIZATION.
13. REMOVE THE EROSION AND SEDIMENTATION CONTROLS AND IMMEDIATELY STABILIZE DENUDED AREAS.
14. ANTICIPATED END OF CONSTRUCTION: SEPTEMBER 2021.

DISTURBED AREA: 15,500± SF (0.36 AC)
UNDISTURBED AREA: 16,500± SF (0.38 AC)

LINETYPE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING BUILDING SETBACK
- EXISTING FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELECOMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING STORM PIPES
- 15%-25% SLOPES
- >25% SLOPES
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- PROPOSED TELECOMMUNICATION LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY LINE
- PROPOSED STORM PIPES
- PROPOSED BUILDING
- PROPOSED DRIVEWAY
- PROPOSED IMPERVIOUS WALKS, WALLS, ETC.
- PROPOSED SILT SOCK
- PROPOSED TREE PROTECTION FENCING
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED EROSION CONTROL BLANKET

SOILS INFORMATION

SYMBOL	NAME	%SLOPE	HYDROLOGIC GROUP	DEPTH TO SH WATER	DEPTH TO BEDROCK
GnB	GLENVILLE SILT LOAM	3 TO 8 PERCENT SLOPES	C	1.73	1.57
Me	MADE LAND SCHIST AND GNEISS MATERIALS	NOT RATED	B	4.98	5.41
MhE	MANOR LOAM AND CHANNERY LOAM	25 TO 35 PERCENT SLOPES	B	6.6+	7.11

NOTES: IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

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2	06/25/20	TWP ENG
1	06/01/20	LAYOUT

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SEAL:

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
CHRISTOPHER C. YOHN
ENGINEER
PE073703

PROJECT: GREENBRIAR LANE SUBDIVISION
PROJECT ADDRESS: GREENBRIAR LANE, HAVERTOWN, PA 19083
MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE COUNTY
PLAN SET: FINAL MINOR SUBDIVISION PLANS
SHEET NAME: EROSION AND SEDIMENTATION CONTROL PLAN

PREPARED FOR:
OWNER / APPLICANT
SLEEPY VALLEY HOLDINGS, LLC
C/O VINCE SPOSATO
35 SLEEPY HOLLOW DRIVE
NEWTOWN SQUARE, PA 19073

DATE: APRIL 3, 2020
SCALE: 1" = 20'
ONE CALL NUMBER: 2020-153-1932
DRAWN BY: CCY
PROJECT NUMBER: 20-009

PREPARED BY:
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610-489-4580
WWW.YOHNENGINEERING.COM

YOHN Engineering, LLC

SHEET: 6 OF 7

STANDARD E&S PLAN NOTES:

1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
2. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
3. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE MUNICIPALITY PRIOR TO IMPLEMENTATION.
4. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
5. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
6. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
7. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAPS(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 15 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
8. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE MUNICIPALITY.
9. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
10. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
11. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL THAT IS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
12. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
13. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
14. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
15. ALL SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS.
16. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES – 6 TO 12 INCHES ON COMPACTED SOILS – PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING.
17. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
18. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
19. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
20. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
21. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
22. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
23. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
24. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
25. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
26. E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE MUNICIPALITY.
27. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE MUNICIPALITY FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BMPS.
28. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
29. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE MUNICIPALITY TO SCHEDULE A FINAL INSPECTION.
30. FAILURE TO CORRECTLY INSTALL E&S BMPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO $10,0000 PER DAY IN CIVIL PENALTIES, UP TO $10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO $25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.
31. CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. IN NO CASE SHALL IT BE ALLOWED TO ENTER ANY SURFACE WATERS OR GROUNDWATER SYSTEMS.
32. SEDIMENT BASINS AND/OR TRAPS SHALL BE KEPT FREE OF ALL CONSTRUCTION WASTE, WASH WATER, AND OTHER DEBRIS HAVING POTENTIAL TO CLOG THE BASIN/TRAP OUTLET STRUCTURES AND/OR POLLUTE THE SURFACE WATERS.
33. SEDIMENT BASINS AND/OR TRAPS SHALL BE PROTECTED FROM UNAUTHORIZED ACTS BY THIRD PARTIES.
34. ANY DAMAGE THAT OCCURS IN WHOLE OR IN PART AS A RESULT OF BASIN OR TRAP DISCHARGE SHALL BE IMMEDIATELY REPAIRED BY THE PERMITTEE IN A PERMANENT MANNER SATISFACTORY TO THE MUNICIPALITY, LOCAL CONSERVATION DISTRICT, AND THE OWNER OF THE DAMAGED PROPERTY.
35. SOD OR EROSION CONTROL BLANKETING SHALL BE INSTALLED ON ALL SLOPES 4H:1V OR STEEPER, WITHIN 50 FEET OF A SURFACE WATER AND ON ALL OTHER DISTURBED AREAS SPECIFIED ON THE PLAN MAPS AND/OR DETAIL SHEETS.
36. HAY OR STRAW MULCH MUST BE APPLIED AT 3.0 TONS PER ACRE. HAY AND STRAW MULCH SHOULD BE ANCHORED OR TACKIFIED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN. A TRACTOR DRAWN IMPLEMENT MAY BE USED TO CRIMP THE HAY OR STRAW INTO THE SOIL (ABOUT 3").
37. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN.
38. GRADING AND EARTHMOVING OPERATIONS SHALL BE MINIMIZED DURING THE PERIOD FROM NOVEMBER 15 TO APRIL 1 WHEN RE-VEGETATION OF EXPOSED GROUND SURFACE IS DIFFICULT. MULCH, STRAW, STONE AND/OR SOD SHALL BE USED TO STABILIZE ALL AREAS DENUDED DURING THIS TIME PERIOD.
39. THE RUNOFF CROSSING TO THE ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASE OF THE PROJECT SHALL BE MANAGED SO THAT THE WATER QUALITY / QUANTITY IMPACT IS MINIMIZED TO THE ADJACENT PROPERTIES. ADDITIONAL DIVERSION BERMS, STONED CONSTRUCTION STAGING AREAS, AND INLETS/PIPING SHALL BE PROVIDED AS NECESSARY / DIRECTED IN ORDER TO ENSURE ACCEPTABLE CONDITIONS DURING THE CONSTRUCTION PHASE.
40. ALL TOPSOIL SHALL REMAIN ONSITE UNLESS OTHERWISE DIRECTED BY THE OWNER.
41. THE NPDES BOUNDARY IS EQUAL TO THE LIMITS OF DISTURBANCE FOR THE SITE, AND ANY OFF-SITE AREAS WITHIN THE LIMITS OF DISTURBANCE THAT ARE THE RESPONSIBILITY OF THE DEVELOPER TO INSTALL. OFF-SITE FACILITIES SUCH AS: UTILITIES AND ROADWAY IMPROVEMENTS.
42. FILL MATERIAL AND TOPSOIL STOCKPILES AND ACCESS TO THEM SHALL NOT BE LOCATED WITHIN THE DRIPLINE OF EXISTING TREES.

CLEAN FILL AND ENVIRONMENTAL DUE DILIGENCE NOTES:

1. IF THE SITE WILL HAVE EXCESS FILL THAT WILL NEED TO BE EXPORTED TO AN OFF SITE LOCATION, THE RESPONSIBILITY OF CLEAN FILL DETERMINATION AND ENVIRONMENTAL DUE DILIGENCE RESTS ON THE APPLICANT. IF ALL CUT AND FILL MATERIALS WILL BE USED ON THE SITE, A CLEAN FILL DETERMINATION IS NOT REQUIRED BY THE OPERATOR UNLESS THERE IS A BELIEF THAT A SPILL OR RELEASE OF REGULATED SUBSTANCE OCCURRED ON SITE.
2. APPLICANTS AND/OR OPERATORS MUST USE ENVIRONMENTAL DUE DILIGENCE TO ENSURE THAT THE FILL MATERIAL ASSOCIATED WITH THE PROJECT QUALIFIES AS CLEAN FILL. ALL FILL MATERIAL MUST BE USED IN ACCORDANCE WITH THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL," DOCUMENT NUMBER 258-2182-773 A COPY OF THIS POLICY IS AVAILABLE ONLINE AS WWW. DEPWEB.STATE.PA.US
3. CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE).
4. CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE: FILL MATERIALS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFIES AS CLEAN FILL PROVIDED THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCES THAT ARE BELOW THE RESIDENTIAL LIMITS IN TABLES FP-1A AND FP-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".
5. ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FP-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-0D1 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL. A COPY OF FORM FP-001 CAN BE FOUND AT THE END OF THESE INSTRUCTIONS.
6. ENVIRONMENTAL DUE DILIGENCE: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".
7. FILL MATERIAL THAT DOES NOT QUALIFY AS CLEAN FILL IS REGULATED FILL. REGULATED FILL IS WASTE AND MUST BE MANAGED IN ACCORDANCE WITH THE DEPARTMENT'S MUNICIPAL OR RESIDUAL WASTE REGULATIONS BASED ON 25 PA. CODE CHAPTERS 287 RESIDUAL WASTE MANAGEMENT OR 271 MUNICIPAL WASTE MANAGEMENT. WHICHEVER IS APPLICABLE.

TOPSOIL APPLICATION, TURFGRASS ESTABLISHMENT AND SEEDING NOTES:

1. CONTRACTOR TO CONFIRM ADDITIONAL AND AREA SPECIFIC REQUIREMENTS WITH THE OWNER AND OWNER REPRESENTATIVE PRIOR TO INSTALLATION.

TOPSOIL APPLICATION:

1. GRADED AREAS SHOULD BE SCARIFIED OR OTHERWISE LOOSENED TO A DEPTH OF 3 TO 5 INCHES TO PERMIT BONDING OF THE TOPSOIL TO THE SURFACE AREAS AND TO PROVIDE A ROUGHENED SURFACE TO PREVENT TOPSOIL FROM SLIDING DOWN SLOPE.
2. TOPSOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A DEPTH OF 4 TO 8 INCHES MINIMUM – 2 INCHES ON FILL OUTSLOPES. SPREADING SHOULD BE DONE IN SUCH A MANNER THAT SODDING OR SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OR TILLAGE. IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOIL PLACEMENT SHOULD BE CORRECTED IN ORDER TO PREVENT FORMATION OF DEPRESSIONS UNLESS SUCH DEPRESSIONS ARE PART OF THE PCSM PLAN.
3. TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL OR SUBSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION. COMPACTED SOILS SHOULD BE SCARIFIED 6 TO 12 INCHES ALONG CONTOUR WHEREVER POSSIBLE PRIOR TO SEEDING.

TURFGRASS ESTABLISHMENT:

SOIL TESTING

1. A SOIL TEST TO DETERMINE LIME AND FERILIZER REQUIREMENTS PROVIDES THE BEST GUIDE FOR PROPER TURFGRASS ESTABLISHMENT.

ROUGH-GRADING

1. REMOVE ALL DEBRIS, INCLUDING LARGE STONES.
2. TILL SOIL AND BRING AREA TO ROUGH-GRADE PRIOR TO LIMING OR FERTILIZATION.
3. WHERE TOPSOIL IS TO BE REPLACED OR BROUGHT IN, FIRST ROUGH-GRADE THE AREA TO THE CONTOUR OF THE FINISHED GRADE TO FACILITATE UNIFORM DISTRIBUTION OF TOPSOIL.

LIMING

1. WHERE A TEST HAS BEEN MADE, BROADCAST AND WORK INTO A 4 TO 6-INCH SOIL DEPTH TO MEET THE REQUIREMENT SHOWN BY THE TEST.
2. WHERE LIME REQUIREMENT EXCEEDS 200 LBS. PER 1,000 SF, APPLY ONE HALF THE TOTAL REQUIREMENT, TILL, APPLY THE REMAINING ONE HALF, AND RE-TILL.
3. WHERE A TEST IS NOT AVAILABLE, BROADCAST AND WORK INTO A 4 TO 6-INCH SOIL DEPTH A MINIMUM OF 100 LBS. PER 1,000 SF.

BASIC FERTILIZATION

1. WHERE A TEST HAS BEEN MADE, BROADCAST THE RECOMMENDED FERTILIZER AND WORK INTO THE SOIL TO A 4 TO 6-INCH DEPTH.
2. WHERE A TEST HAS NOT BEEN MADE, BROADCAST AND WORK INTO THE SOIL TO A 4 TO 6-INCH DEPTH 25 TO 35 LBS. OF 0-46-0 FERTILIZER OR EQUIVALENT PER 1,000 SF.

SOIL AMENDMENTS

1. WHERE A TEST INDICATES THE SOIL HAS A LOW ORGANIC MATTER CONTENT, WORK THE RECOMMENDED ORGANIC MATTER INTO THE SOIL TO A 2 TO 4-INCH DEPTH BEFORE APPLYING THE STARTER FERTILIZER.
2. REED SEDGE PEAT, MOSS PEAT, OR A COMBINATION OF THE TWO MATERIALS IS RECOMMENDED AS A SOURCE OF ORGANIC MATTER.

TILLAGE

1. TILL SEEDBED TO A 4 TO 6-INCH DEPTH MAKING SURE THE LIMESTONE (IF REQUIRED), AMENDMENTS (IF REQUIRED) AND THE BASIC FERTILIZER ARE UNIFORMLY MIXED THROUGHOUT THE SOIL PROFILE. POCKETS OF LIMESTONE, AMENDMENTS OR FERTILIZER MUST BE AVOIDED.

FINISH-GRADING

1. RAKE AREA TO FINISH-GRADE PRIOR TO SEEDING. LIGHT ROLLING WILL INDICATE ANY LOW SPOTS OR OTHER IRREGULARITIES OF THE AREA.

STARTER FERTILIZATION

1. IMMEDIATELY PRIOR TO SEEDING, BROADCAST AND WORK INTO THE TOP INCH OF SOIL 40 LBS OF A 10-20-20 OR 10-10-10 OR 15-15-15 OR 16-8-8 FERTILIZER OR THE EQUIVALENT PER 1,000 SF. THE FERTILIZER MUST BE TURF GRADE, HAVING AN APPROXIMATE 2-1-1 RATIO AND CONTAINING 35 PERCENT OR MORE OF THE TOTAL NITROGEN AS WATER INSOLUBLE OR CONTROLLED RELEASE NITROGEN.

SEEDING

1. LATE SUMMER TO EARLY FALL IS THE BEST TIME FOR SEEDING PERMANENT TURFGRASS.
2. SOW RECOMMENDED SEED MIXTURE ADAPTED TO USE AND CLIMATIC CONDITIONS OF THE AREA.
3. DIVIDE TOTAL SEED QUANTITY INTO TWO EQUAL LOTS, SOWING ONE LOT IN ONE DIRECTION AND THE SECOND LOT AT RIGHT ANGLES TO THE FIRST WITH A MECHANICAL SEEDER OR SPREADER.

COVER SEED

1. RAKE LIGHTLY OR DRAG AREA TO COVER SEED NO DEEPER THAN ¼ IN.

SEED-SOIL CONTACT

1. ROLL LIGHTLY TO FIRM SOIL AROUND SEED.

MULCHING

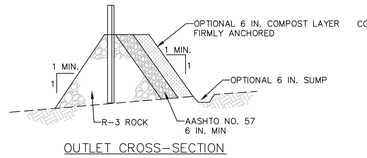
1. MULCH SEEDED AREA WITH CLEAN STRAW OR MARSH HAY AT 3.0 TONS PER ACRE. LIGHT MULCHES (SOME SOIL SHOWING THROUGH MULCH) MAY BE LEFT ON THE AREA TO DECOMPOSE. HEAVY MULCHES (COMPLETE SOIL COVERAGE) SHOULD BE REMOVED FROM THE AREA WITHIN A FEW DAYS AFTER SEED GERMINATION.

PERMANENT SEED MIXTURES		
SPECIES	% OF MIXTURE	SEED RATE
SUNNY AREAS AND WELL-DRAINED SOILS		
KENTUCKY BLUEGRASS	100%	2-3 LB/1,000 SF
KENTUCKY BLUEGRASS PERENNIAL RYEGRASS	80-90% 10-20%	3-4 LB/1,000 SF
KENTUCKY BLUEGRASS FINE FESCUES PERENNIAL RYEGRASS	40-60% 30-40% 10-20%	3-4 LB/1,000 SF
TURF-TYPE TALL FESCUE	100%	6-8 LB/1,000 SF
TURF-TYPE PERENNIAL RYEGRASS	100%	4-5 LB/1,000 SF
PARTIALLY SHADED AREAS		
FINE FESCUES KENTUCKY BLUEGRASS PERENNIAL RYEGRASS	40-50% 40-50% 10-20%	4 LB/1,000 SF
FINE FESCUES	100%	4-5 LB/1,000 SF
TURF-TYPE TALL FESCUE	100%	6-8 LB/1,000 SF
HEAVY SHADE, WELL-DRAINED SOILS		
FINE FESCUES	100%	4-5 LB/1,000 SF
HEAVY SHADE, POORLY-DRAINED SOILS		
ROUGH BLUEGRASS	100%	2-3 LB/1,000 SF

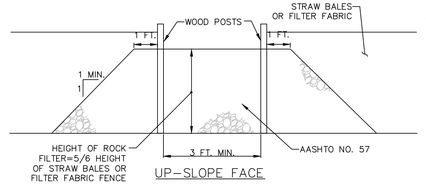
TEMPORARY SEED MIXTURE		
SPECIES	% OF MIXTURE	SEED RATE
ANNUAL OR ITALIAN RYEGRASS	100%	4-5 LB/1,000 SF

SEED MIXTURE NOTES:

1. SEEDING AND TURFGRASS INFORMATION TAKEN FROM THE PENN STATE COLLEGE OF AGRICULTURAL SCIENCES. FOR ADDITIONAL INFORMATION REFER TO HTTP://PLANTSCIENCE.PSU.EDU/RESEARCH/CENTERS/TURF.
2. THE PERCENTAGE OF WEED SEEDS SHOULD NOT EXCEED 1.0% BY WEIGHT IN THE CONTAINER. GOOD QUALITY GRASS SEED USUALLY CONTAINS NO MORE THAN 0.5% WEED SEEDS.
3. SEEDS OR SEED MIXTURES CONTAINING TIMOTHY, MEADOW FESCUE, ORCHARDGRASS, TALL OATGRASS, ANNUAL RYEGRASS OR CLOVER ARE GENERALLY NOT SUGGESTED FOR TURFGRASS USE.
4. ALL SEEDING RATES IN THIS PUBLICATION ARE IN POUNDS PER 1000 SQUARE FEET. IF CONVERTING TO AN ACRE BASIS, MULTIPLY BY 43.
5. IT IS SUGGESTED THAT 3-5 VARIETIES OF KENTUCKY BLUEGRASS BE USED IN THE BLEND OR MIXTURE.
6. WHEREVER SEED AND MULCH IS APPLIED BY HYDROSEEDING METHODS, THE SEED AND MULCH SHOULD BE APPLIED IN SEPARATE APPLICATIONS WITH THE SEED BEING APPLIED FIRST AND THE MULCH SPRAYED ON TOP OF THE SEED.
7. IN CRITICAL AREAS (E.G. ADJACENT TO OR WITHIN 50 FEET OF STREAMS, PONDS, OR WETLANDS) A PROTECTIVE BLANKET SHOULD BE PROVIDED FOR ALL SEEDED AREAS.



OUTLET CROSS-SECTION



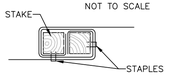
UP-SLOPE FACE

NOTES:

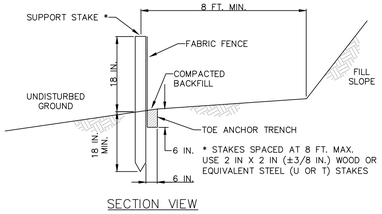
1. A ROCK FILTER OUTLET SHALL BE INSTALLED WHERE FAILURE OF A SILT FENCE OR STRAW BALE BARRIER HAS OCCURRED DUE TO CONCENTRATED FLOW. ANCHORED COMPOST LAYER SHALL BE USED ON UPSLOPE FACE IN HQ AND EV WATERSHEDS.
2. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT OF THE OUTLET.

STANDARD CONSTRUCTION DETAIL #4-6
ROCK FILTER OUTLET

NOT TO SCALE



JOINING FENCE SECTIONS



SECTION VIEW

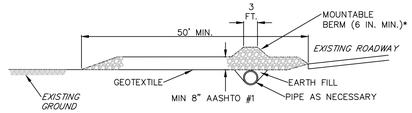
NOTES:

1. FABRIC SHALL HAVE THE MINIMUM PROPERTIES AS SHOWN IN TABLE 4.3 OF THE PA DEP EROSION CONTROL MANUAL.
2. FABRIC WIDTH SHALL BE 30 IN. MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.
3. SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.
4. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
5. ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6).
6. FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.

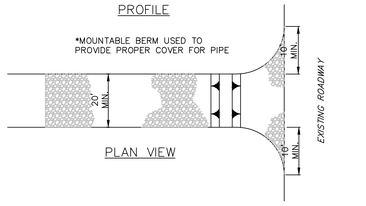
STANDARD CONSTRUCTION DETAIL #4-7
STANDARD SILT FENCE (18" HIGH)

NOT TO SCALE

#	LENGTH	SLOPE	SIZE
TOPSOIL STOCKPILES	NA	NA	18



PROFILE



PLAN VIEW

NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF STOCKPILE BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
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3rd Ward KEVIN McCLOSKEY,ESQ.
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5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLER

HAVT 30515 September 10, 2020

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Darby Road Streetscape – Phase II
Contract No. R-33

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, September 4, 2020 at 9:00 a.m. for the above referenced contract. The low bidder was MOR Construction Services, Inc. of Glen Mills, PA, with a base bid of $186,070.00, and add alternates totaling $150,156.00. We have worked with MOR Construction Services, Inc. in the past, and have found their work to be satisfactory.

The project involves the replacement of portions of curb, sidewalk, new handicap ramps and other aesthetic improvements. The project is partially funded by a $250,000 grant from the Commonwealth Financing Authority. This grant also requires a 30-percent match of the grant amount.

We recommend the Township consider awarding the Base bid plus add alternates 33-15 (2-foot Wide Paver Band) and 33-17 (Hand/Man Countdown Pedestrian Signals) to MOR Construction Services, Inc. in the amount of $204,410.00 contingent upon execution of the contract and supply of the required bonds and insurance.

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

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer
CF/

P:\Projects\HAVT1\30515 - DARBY ROAD STREETSCAPE - PHASE II\DOCS\BID TAB LTR 09-04-2020.docx

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on September 4, 2020

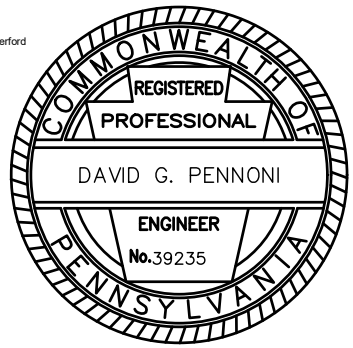
CONTRACT NO. R-33
DARBY ROAD STREETSCAPE - PHASE II

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	MOR Construction Services, Inc. 139 Schoolhouse Lane Glen Mills, PA 19342		Albert G. Cipolloni Jr & Sons, Inc. 719 Highland Ave Morton, PA 19070		Premier Concrete, Inc. 2327 West Chester Pike Broomall, PA 19008		Marino Corporation 1400 Cressman Rd PO Box 1209 Skippack, PA 19474		Road-Con, Inc 902 Camaro Run Drive West Chester, PA 19380		DePaul and Company, Inc. 1000 Germantown Pike Suite D-4 Plymouth Meeting, PA 19462	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A. BASE BID															
33-1	115	LF	18" Upright Concrete Curb	$ 50.00	$ 5,750.00	$ 75.00	$ 8,625.00	$ 60.00	$ 6,900.00	$ 72.00	$ 8,280.00	$ 233.00	$ 26,795.00	$ 160.00	$ 18,400.00
33-2	5710	SF	4-inch Patterned or Plain Concrete Sidewalk	$ 15.00	$ 85,650.00	$ 15.50	$ 88,505.00	$ 22.00	$ 125,620.00	$ 20.00	$ 114,200.00	$ 23.00	$ 131,330.00	$ 20.00	$ 114,200.00
33-3	255	SF	6-inch Patterned or Plain Concrete Sidewalk	$ 20.00	$ 5,100.00	$ 18.00	$ 4,590.00	$ 22.00	$ 5,610.00	$ 28.00	$ 7,140.00	$ 51.00	$ 13,005.00	$ 34.00	$ 8,670.00
33-4	4	EA	Handicap Ramps	$ 5,000.00	$ 20,000.00	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 4,000.00	$ 16,000.00	$ 7,900.00	$ 31,600.00
33-5	1	LS	Paving Restoration	$ 6,850.00	$ 6,850.00	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 3,100.00	$ 3,100.00	$ 31,000.00	$ 31,000.00	$ 12,800.00	$ 12,800.00
33-6	1	LS	Installation of Decorative Light Foundations, Conduit and Wiring	$ 10,920.00	$ 10,920.00	$ 57,400.00	$ 57,400.00	$ 17,000.00	$ 17,000.00	$ 48,900.00	$ 48,900.00	$ 24,400.00	$ 24,400.00	$ 38,155.00	$ 38,155.00
33-7	3	EA	Closure of Cellar Access Entrances	$ 2,500.00	$ 7,500.00	$ 950.00	$ 2,850.00	$ 2,500.00	$ 7,500.00	$ 2,450.00	$ 7,350.00	$ 2,180.00	$ 6,540.00	$ 16,155.00	$ 48,465.00
33-8	1	LS	Installation of New Steps at 2100/2104 Darby Road	$ 8,500.00	$ 8,500.00	$ 7,500.00	$ 7,500.00	$ 9,000.00	$ 9,000.00	$ 15,700.00	$ 15,700.00	$ 14,900.00	$ 14,900.00	$ 27,890.00	$ 27,890.00
33-9	1	LS	Inlet Modifications @ Northwest corner of Darby Rd & West Benedict Ave	$ 6,700.00	$ 6,700.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,600.00	$ 7,600.00	$ 11,300.00	$ 11,300.00	$ 18,789.00	$ 18,789.00
33-10	30	LF	18" Ductile Iron Pipe	$ 250.00	$ 7,500.00	$ 180.00	$ 5,400.00	$ 100.00	$ 3,000.00	$ 300.00	$ 9,000.00	$ 267.00	$ 8,010.00	$ 256.00	$ 7,680.00
33-11	7	EA	Street Tree Planters w/Cobblestone Curb	$ 1,500.00	$ 10,500.00	$ 2,500.00	$ 17,500.00	$ 3,000.00	$ 21,000.00	$ 3,450.00	$ 24,150.00	$ 4,500.00	$ 31,500.00	$ 7,900.00	$ 55,300.00
33-12	1	LS	Pavement Markings	$ 8,900.00	$ 8,900.00	$ 6,000.00	$ 6,000.00	$ 7,500.00	$ 7,500.00	$ 6,000.00	$ 6,000.00	$ 11,100.00	$ 11,100.00	$ 7,800.00	$ 7,800.00
33-13	100	CY	Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone	$ 22.00	$ 2,200.00	$ 75.00	$ 7,500.00	$ 20.00	$ 2,000.00	$ 350.00	$ 35,000.00	$ 154.00	$ 15,400.00	$ 100.00	$ 10,000.00
			TOTAL BID	**$186,070.00**		**$227,370.00**		**$228,130.00**		**$296,420.00**		**$341,280.00**		**$399,749.00**	
			Acknowledge Addendum 1	Yes		Yes		Yes		Yes		Yes		Yes	
B. ADD ALTERNATES															
33-14	290	LF	Replacement of existing Concrete Curb on Darby Road	$ 55.00	$ 15,950.00	$ 68.00	$ 19,720.00	$ 70.00	$ 20,300.00	$ 86.50	$ 25,085.00	$ 228.00	$ 66,120.00	$ 78.00	$ 22,620.00
33-15	610	SF	2-foot Wide Concrete Paver Band	$ 18.00	$ 10,980.00	$ 22.00	$ 13,420.00	$ 45.00	$ 27,450.00	$ 54.00	$ 32,940.00	$ 56.00	$ 34,160.00	$ 34.00	$ 20,740.00
33-16	1	LS	Furnishing and Installation of Decorative Street Lights	$ 41,030.00	$ 41,030.00	$ 27,000.00	$ 27,000.00	$ 40,000.00	$ 40,000.00	$ 44,000.00	$ 44,000.00	$ 51,700.00	$ 51,700.00	$ 56,000.00	$ 56,000.00
33-17	1	LS	Furnishing and Installation of Hand/Man Countdown Pedestrian Signals at West Benedict Avenue and Darby Road	$ 7,360.00	$ 7,360.00	$ 7,000.00	$ 7,000.00	$ 9,500.00	$ 9,500.00	$ 7,650.00	$ 7,650.00	$ 11,000.00	$ 11,000.00	$ 25,000.00	$ 25,000.00
33-18	4	EA	Additional Street Tree Planters w/Cobblestone Curb	$ 1,500.00	$ 6,000.00	$ 2,500.00	$ 10,000.00	$ 3,000.00	$ 12,000.00	$ 3,800.00	$ 15,200.00	$ 4,500.00	$ 18,000.00	$ 8,900.00	$ 35,600.00
33-19	2	EA	Installation of Stormwater Planters	$ 3,200.00	$ 6,400.00	$ 2,950.00	$ 5,900.00	$ 7,500.00	$ 15,000.00	$ 4,200.00	$ 8,400.00	$ 4,330.00	$ 8,660.00	$ 19,000.00	$ 38,000.00
33-20	50	LF	Installation of Underdrain for Stormwater Planters	$ 55.00	$ 2,750.00	$ 65.00	$ 3,250.00	$ 50.00	$ 2,500.00	$ 44.00	$ 2,200.00	$ 79.00	$ 3,950.00	$ 98.00	$ 4,900.00
33-21	7	EA	Furnishing and Installation of Deciduous Trees	$ 1,350.00	$ 9,450.00	$ 750.00	$ 5,250.00	$ 1,000.00	$ 7,000.00	$ 1,020.00	$ 7,140.00	$ 1,300.00	$ 9,100.00	$ 1,300.00	$ 9,100.00
33-22	1	LS	Furnishing and Installation of Plantings	$ 5,250.00	$ 5,250.00	$ 9,000.00	$ 9,000.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 14,000.00	$ 14,000.00	$ 17,940.00	$ 17,940.00
33-23	1	LS	Furnishing and Installation of Decorative Street Lights and Conduit at the Intersection of Darby Road and Marthart Avenue	$ 44,986.00	$ 44,986.00	$ 53,200.00	$ 53,200.00	$ 55,000.00	$ 55,000.00	$ 81,000.00	$ 81,000.00	$ 73,200.00	$ 73,200.00	$ 66,000.00	$ 66,000.00
			ADD ALTERNATES TOTAL	$150,156.00		$153,740.00		$193,750.00		$229,115.00		$289,890.00		$295,900.00	
			TOTAL BID WITH ADD ALTERNATES	**$336,226.00**		**$381,110.00**		**$421,880.00**		**$525,535.00**		**$631,170.00**		**$695,649.00**	
			Bid Security	Yes		Yes		Yes		Yes		Yes		Yes	

We Declare this to be a true Tabulation of Bids
Received on September 4, 2020 by the Township of Haverford
for Darby Road Streetscape - Phase II

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA REG NO. 039235-E



Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant – Jamie McCloskey

Memorandum

August 28, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda September 2020 – Recreation Resource

Attached is an invoice for the purchase of 10 Basketball systems. The systems include pole, backboard and rim. The systems will be installed at Bailey Park (4), Coopertown (2), Westgate (2), Merwood (2).
This is on costars and the costs is $22,075.

Recreation resource USA
Made in America
503 N. Walnut Road Bldg 200
Kennett Square, PA 19348
610-444-4402 1-800-220-4402
FAX: 610-444-3359
E-mail: info@recreation-resource.com
Website: www.recreation-resource.com

Quote

DATE	Quote No.
8/12/2020	Q20-290R1

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contigent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specificiations. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:

Haverford Township
Brian Barrett
bbarrett@havtwp.org

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Larry

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
Jaypro	Jaypro Basketball System, #SPA6-ALP-SG, 5-9/16" Diameter Straight Post, 6' Offset, 42" x 72" Rectangular Perforated Aluminum Backboard, Super Goal with Net	10	ea	2,420.00	24,200.00
Recreation R...	Courtesy Discount on quantity specified			-3,500.00	-3,500.00
Ship-PA	Estimated Freight to Havertown PA			1,375.00	1,375.00
	Does not include unloading, liftgate, assembly, or installation.				
	COSTARS 14-74				

TOWNSHIP OF HAVERFORD
Total Price $22,075.-
Approval Dept. Head Brian Barrett
Township Mgr.
Account Code # Capital Fund

TOTAL $22,075.00

To Accept Order, Sign: _____ **Date:** _____
Quote is based upon shipment of all items to a single destination, unless noted.
Changes subject to price adjustment. Your signature here accepts all of our terms & conditions.
A deposit or payment in full may be required to place your order.
There is a 3% service charge for orders that are paid by credit card.

PLEASE NOTE-OUR ADDRESS HAS CHANGED TO 503 N. WALNUT ROAD, SUITE 200, KENNETT SQUARE, PA 19348. PLEASE CHANGE YOUR DATABASE.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
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Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant – Jamie McCloskey

Memorandum

August 28, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda September 2020

Attached is an invoice for play equipment for Llanerch Park. - George Ely Assoc.
The purchase is on Costars and the amount is $15,408.

GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

August 5, 2020

PROPOSAL A

Brian Barrett, Director
Haverford Township
Parks & Recreation
Havertown, PA
bbarrett@havtwp.org
610-446-9397

Project Location:
Llanerch Park, Neighborhood Playground
Darby & Moewyn Rds.

PLAYWORLD, INC., *made in Lewisburg, PA*

1 ea.	ZZXX00620	Freddie FireTruck, Spring Mount, Colors as shown		$ 7,185.00
1 ea.	ZZXX0595	Duo SeeSaw w/o Backs, Blue Frame & Handles, Orange Saddles		2,589.00
1 ea.	ZZXX0584	SideWinder Cycle with Sidecar, Orange Panels with Blue Seats & Handles		2,509.00
1 ea.	ZZXX0737	Chipmunk, as shown		1,025.00
1 ea.	ZZXX0741	Turtle, as shown		1,025.00
2 ea.	ZZXX1020	Curved Balance Beam, Orange	$559ea.	1,118.00
				15,451.00
		Less State Contract Discount		- 618.00
				14,833.00
		Freight via ABF Trucking		575.00
		Total Delivered Price		$15,408.00

Price effective until September 30, 2020

Delivery: Prices shown include delivery, not unloading, storage or installation.
To be received approximately 4-6 weeks after receipt of order

Terms: Balance due 30 Days After Delivery.

COSTARS™

Thank you, *Tara Ely, Sales Manager*

Pennsylvania made

GLICK FIRE EQUIPMENT COMPANY
350 MILL CREEK RD
BIRD IN HAND, PA 17505

Voice: 717 299-4120
Fax: 717 299-4324

Invoice

Invoice Numbe P202013

Invoice Date Aug 26, 2020

Bill To:

BROOKLINE FIRE COMPANY
1315 DARBY ROAD
HAVERTOWN, PA 19083

Customer ID	PO Number	Account Manager
BROOKLINE		MATT WIEDENHAEFER
Job ID		**Payment Terms**
34926		Net 30 Days

Quantity	Description	Unit Price	Amount
1	Pierce Enforcer chassis to be used as a fire apparatus. Note: Invoice must be paid in full within 30 days to be eligible for the chassis prepay discount of $10,277.00. Discount will be applied to the final invoice.	352,855.00	352,855.00

TOTAL INVOICE AMOUNT	**$ 352,855.00**

See Enclosed Instructions for Remittance Information

BALLOT DROP BOX LICENSE AGREEMENT

THIS AGREEMENT is dated this 8th day of September, 2020 between Township of Haverford ("Licensor") with an address of 1014 Darby Road, Havertown, PA 19083 and the County of Delaware, Bureau of Elections ("Licensee") with an address of201 W. Front Street, Media, PA 19063 , hereinafter together referred to as the "Parties".

W I T N E S S ET H:

WHEREAS, the Licensor with property located at 1014 Darby Road, Havertown, PA has mutually acceptable space and location on their Property (the "Property") to place a secured Ballot Drop Box, surveillance camera and appropriate signage ("Drop Box"); and

WHEREAS, the Licensee has requested a license to use the Property for placing Drop Box and has agreed to install, remove, maintain such Drop Box and restore and repair any damage caused to the Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, the Patties hereto agree as follows:

1. **GRANT OF LICENSE.** In consideration of the terms and conditions contained herein, the Licensor hereby grants to the Licensee and the Licensee hereby accepts an exclusive, irrevocable license (the " License") to use the Property for the placement of a Drop Box at the sole cost and expense of Licensee, term to begin upon execution of this License Agreement and terminate five (5) years thereafter (except as hereinafter provided). Licensee shall be permitted to reasonably promote and advertise the location of the Drop Box.

2. USE **OF PROPERTY.** Licensee ' s use of the Property shall not prevent the continued use of the remainder of the Property by Licensor.

3. **ACCESS TO PROPERTY.** Licensee, at all reasonable and/or necessary times, shall have the absolute right to access the Ballot Drop Box and surveillance camera for the purpose of removing inserted Ballots, maintenance, relocation and for other reasons incident to the placement, use and/or removal of the Drop Box.

4. **PROPERTY RULES.** The Licensee shall comply with and adhere to all rules, regulations and provisions incident to the use of Licensor's Property as established by the Licensor.

5. **TERMINATION.** This License is subject to the right of either Party to terminate the License after thirty (30) days written notice to the other Party.

6. **REPAIRS AND DAMAGE.** The Licensee shall repair any damage to the Drop Box and Prope1ty caused by placement, use and/or removal of the Drop Box.

7. **INDEMNIICATION.** The Licensee hereby indemnifies and holds the Licensor harmless from any loss, cost, expense or liability arising from the Licensee's use of the Property. The Licensee shall obtain insurance for the risks described herein and shall name the Licensor as an additional insured for such policy.

8. **GOVERNING LAW.** This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the proper court(s) for Delaware County, Pennsylvania

9. **COUNTERPARTS.** This License Agreement may be executed in counterparts and once executed by both Parties , each counterpart shall be considered an original.

10. **BROKERS.** The Patties to this License Agreement represent and warrant each to the other that this License Agreement and the transaction hereby contemplated were not brought about and did not involve any broker, licensed or otherwise.

11. **RELATIONSHIP.** Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the Licensee and the Licensor or any other Third-Party, or to cause the either Party to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other Party. This Agreement does not create any other relationship between Licensor and Licensee other than that of a licensor to a licensee. Licensee has no authority to commit Licensor in any manner or to incur any obligation on behalf of or in the name of Licensor.

12. **BINDING EFFECT.** This License Agreement will not be binding on or constitute evidence of an Agreement between the Parties until such time as it has been executed by each Party and an original thereof delivered to each other Party to this License Agreement.

13. **REPRESENTATIONS.** There are no representations and warranties by the Parties, their agents, servants and employees whether oral or in writing, relating lo or concerning this License Agreement or the Licensee's right to use the Property other than as specifically set fo1th herein.

14. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire Agreement between the Patties hereto and supersedes all prior written and oral Agreements and understanding relating to the subject matter hereof.

15. **AMEND/MODIFY.** This License Agreement may not be modified, amended or discharged except by an instrument in writing signed by the Parties hereto. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought. The Licensee shall have the right to assign this License to any associated County department or agency associated with voting in Delaware County providing they execute an Assumption Agreement in form and substance satisfactory to the Licensor.

16. **BINDING/INURE.** This License Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

17. **NOTICES.** Notices and other communications under this License Agreement shall be in writing and sent to each party at its address set forth above or, in the event of a change in any address, then to such other address as to which notice of the change is given. Notices to Licensor will be sent to the attention of David R. Burman, Township Manager/Secretary, Township of Haverford, 1014 Darby Road, Havertown, PA 19083 and notices to Licensee will be sent to the attention of William F. Martin, Esquire, Delaware County Solicitor' s Office, 201 W. Front Street, Media, PA 19063 Notice will be deemed given on receipt.

18. **INTERPRETATION.** This License Agreement is the result of negotiations between the Parties, each of whom is represented by counsel of its own choosing. All Parties shall be deemed to have drawn this License Agreement and no negative inference or interpretation shall be made by a court against the Party whose counsel drafted this License Agreement.

19. **SECTION HEADINGS.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

20. **ADDITIONAL TERMS.** The Parties have agreed to the Additional Terms as set forth and attached hereto as Addendum " A" and such terms are hereby incorporated herein and made a part of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the date and year first written above.

ATTEST

BY:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Aimee M. Cuthbertson, Assistant Township Manager

TOWNSIDP/BOROUGH OF

BY:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Name: David R. Burman
Title: Township Manager/Secretary
Authorized Signato1y, Licensor

ATTEST

BY:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Anne M. Coogan, County Clerk

COUNTY OF DELAWARE

BY:_____
Brian P. Zidek Chairman
Delaware County Council
Authorized Signatory, Licensee

CONTRACTOR & SUBCONTRACTOR
SAMPLE INSURANCE REQUIREMENTS

BALLOT DROP BOX LICENSE AGREEMENT
ADDENDUM HA"

A. INSURANCE

Before commencing performance of any work under this contract, the Contractor shall procure, pay for, and maintain the following minimum types and limits of insurance, on forms reasonably acceptable to the Owner. Such insurance shall be maintained in full force and effect until final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by contractor, whichever is later.

Coverage shall be obtained from insurance carriers authorized to transact that class of business in the state where the work will be performed, having an A.M. Best Rating of A- VII or better.

Certificates of insurance evidencing that the below requirements have been met shall be provided to the Owner prior to the start of work.

I. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury and/or prope1ty damage to third parties, which may arise from operations under the contract, whether such operations are performed by the Contractor or its subcontractors, with limits not less than:

Each Occurrence, Bodily Injury and Property Damage	$1,000,000
Personal and Adve11ising Injury	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Per Project Aggregate	$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor under the Indemnification and other provisions of the contract; a Severability of Interest provision (no Cross Suits exclusion); and coverage for property in the contractor's care, custody and control. The policy shall not contain the following endorsements: Total Pollution Exclusion (CG 21 49 or equivalent), Contractual Liability Limitation (CG 21 39 or equivalent), nor Limitation of Coverage to Designated Premises or Project (CG 21 44).

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured /underinsured motorists coverage, with limits not less than:

DI SCLAIMER: Sample contract insurance specifications are provided for purposes of insurance/risk management consulting. Opinions and advice provided by Arthur J. Gallagher & Co. are not intended to be, and should not be construed to be, legal advice. Please direct any request for legal advice, including legal implications related to the matter herein, to your attorney.

Combined Single Limit	$ 1,000 ,000

3. Workers' Compensation and Employers Liability

Workers Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage, and USL&H and Jones Act coverage (if applicable), with limits not less than

Workers Compensation	Statutory
Bodily Injury by Disease, each Employee	$500,000 or$ I 00,000
Bodily Injury by Disease, Policy Limit	$500,000
Bodily Injury by Accident	$500,000 or$ I00,000

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	$5,000,000
Aggregate	$5,000,000

5. Contractors Pollution Liability (CPL)

Contractor shall provide Contractors Pollution Liability (CPL) insurance covering the full scope of its operations under this contract, with limits not less than:

Contractors who will perform environmental services (including but not limited to asbestos, silica, or lead abatement, testing or remediation):

Each Claim or Occurrence	$3,000,000
Annual Aggregate	$3,000,000

All Other Contractors:

Each Claim or Occurrence	$1,000,000
Annual Aggregate	$2,000,000

The Contractors Pollution Liability policy shall specifically provide coverage for:

I. Third-pa11y bodily injury including sickness, disease, and death sustained by any person;
2. Contractual liability, e.g., coverage for liability assumed by the Contractor under a written contract or agreement;

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3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or settlement, of claims;
4. Insured versus insured coverage other than with respect to amounts insured (however, exclusions for claims made between insureds of the same economic family are acceptable);
5. Third-party property damage including physical injury to or destruction of tangible property and resulting loss of use;
6. Cleanup costs, and the loss of use of tangible property that has not been physically damaged or destroyed;
7. Emergency Response Costs;
8. Contingent Transportation (or both first-party and contingent Transportation coverage if applicable);
9. Owned and Non-Owned Disposal Sites (or all Non-Owned Sites if applicable);
10. Natural Resource Damage; and
11. Lead, Asbestos, Fungi/Bacteria , and Silica (with no drywall exclusion).

Completed Operations coverage shall be provided for two (2) years after completion of services or contract termination to protect both the Named Insured and Additional insured(s). The purchase of an Extending Discovery Period or Extended Reporting Period on a claims-made policy, or the purchase of occurrence-based CPL insurance is insufficient to meet the terms of this provision.

If CPL coverage is written on a claims-made basis, a two (2) year Extended Discovery or Reporting Period (ERP), or tail coverage, shall be provided. In the alternative, the CPL policy may be renewed for two (2) years in addition to the required two (2) years of Completed Operations coverage.

If CPL coverage is written on a claims-made basis, the coverage shall be retroactive to the earlier of the effective or execution date of this contract or the commencement of contractor services.

6. All Risk Builders Risk

All Risk (Special Form) Builders Risk insurance including Equipment Breakdown, Foundations/Underground Structures, Earthquake, Flood, Backup of Sewers and Drains, Wind, Hail, Theft , Ordinance or Law, Terrorism, and Time Element (Soft Costs and Profit Loss), to the extent reasonably commercially available. Policy shall provide protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage. Coverage shall specifically include foundations and underground structures; temporary structures such as construction forms, scaffolding and fencing; office and tool trailers if not separately insured; landscaping; debris and pollutant cleanup and removal;

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and if applicable, permission to occupy and hot and/or cold testing of building or other systems.

Contractor is responsible for loss or damage to its owned, rented, borrowed or leased tools and equipment.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

All parties with an insurable interest in the project shall be included as Named Insureds. A Waiver of Subrogation shall be provided in favor of all insured parties.

All deductibles under the Builders Risk policy shall be the responsibility of the Contractor.

Installation Floater coverage may be provided as an alternative to the Builders Risk, if applicable.

In the alternative, Owner may procure the Builders Risk coverage, at its sole option.

7. Professional Liability/Errors & Omissions Insurance (if applicable)

All contractors who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Architects, Engineers, Consultants, Design-Build, and Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail cove rage, shall be provided for two (2) years following completion of the insured 's services. In the alternative, the Professional Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this contract.

General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name Owner, Owner-designated parties and their officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary and noncontributory basis at the limits required herein, for losses arising from the negligence

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of the Contractor or its subcontractors, or anyone for whom they may be liable. Additional insured status shall include defense and shall apply to both Ongoing and Completed Operations, for a period of not less than three years after completion of services.

All policies shall provide a Waiver of Subrogation in favor of the Owner and/or the Owner's agent(s) and/or other parties designated by the Owner.

Policies shall not be canceled, non-renewed or otherwise terminated unless thirty (30) days prior written notice is sent to the additional insured parties.

If Unmanned Aerial Systems (drones) will be used in performance of or incidental to the work, liability coverage must be affirmed under the General and Umbrella Liability policies or under separate Aircraft Liability policy.

Subcontractors

Contractor shall require each subcontractor to provide insurance as outlined above, except with Umbrella Liability limits of $1,000,000. Such policies shall name the Owner, Architect, Contractor, and their officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary/ noncontributory basis, for losses arising from the negligence of the subcontractor, and shall provide a Waiver of Subrogation in favor of the Additional Insured parties. Additional insured status shall apply to Completed Operations for a minimum three years after project completion.

Contractor shall be responsible for securing certificates of insurance from all subcontractors evidencing the insurance coverages required above.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program for Contractor or its subcontractors. **Meeting these minimum requirements shall in no way limit or relieve the Contractor's liability and obligations under any other provision of the Contract.** The Contractor shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this contract.

B. PERFORMANCEANDPAYMENTBOND

Contractor shall provide Owner with an acceptable Performance and Payment Bond, which complies with all statutory and administrative requirements of the state in which the work will be performed. The Bond shall be in an amount not less than 100% of the Contract amount.

The Bond must be issued by a company acceptable to the Owner, which is licensed to issue bonds in the state where the work will be performed, and is listed in the Federal Register.

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HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, SEPTEMBER 14, 2020 AT 7:00 PM

1. Opening of Meeting

a. Roll Call – 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Finance Director, Chief John Viola, Deputy Chief Joe Hagan, Sgt. Gene Dolan, Paramedic Chief, Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk Zoning Hearing Officer and Dave Pennoni, Township Engineer.

b. Pledge of Allegiance

2. Presentation by Dick Hammon from Pa Chiefs of Police Assn. to Haverford Police Department – Accreditation Certificate

3. Proclamation - Delco Arts Week Proclamation presented by Commissioner Wechsler.

4. Township Auditor Update – Ross Anderson, Township Auditor reviewed the expenses and warrants and found no irregularities.

5. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Zoom Comments

Richard Kerr – 18 Meadows Lane

Mr. Kerr is enthusiastically in favor of the acquisition of 1744 Burmont Road for the completion of the Darby Creek Trail.

Victor Donnay – 117 Rodney Circle – Solar Panel Project

Mr. Donnay reminded the board of their commitment to 100% renewable energy by 2035. Mr. Donnay and committee are recommending solar panels on the roof of the CREC, Skatium, Hilltop Road facilities and the Administration buildings for an approximate cost of $1.6 million dollars.

Other Comments Submitted:

Jen Leith – thanked the board for their interest in the Solar Panel Project and your commitment.

Mitch Cron – 2928 Morris Road

Mr. Cron thinks it is a great idea to keep the library where it is.

Kathleen Schuller

Ms. Schuller suggested that the current library remain as a children's library and make an adult library at Brookline School.

John McGreevy – 509 Covington Road

Mr. McGreevy asked that the library decision be Tabled. He suggests more input, visuals, costs and more estimates.

Hannah Turlish – 412 Mill Road

Mrs. Turlish is requesting more physical space for the kids to run and move around. She suggests the old township building or vacant storefronts to rent.

Someone suggested amending Chapter 49-13 concerning domestic and feral felines. They are killing birds and other animals. They are disrupting the food chain.

Hand Raised Comment from the Webinar:

Stephanie Archer – 236 Frederick

Mrs. Archer indicated that since 2019 and 2020, she and her husband have unanswered questions and concerns regarding the 21 inches of rainfall at their property. The overflow is coming from Ellis Road.

Responses to Citizens Forum

In response to Mr. Kerr, Commissioner Wechsler indicated that the board will discuss this item later.

In response to Mr. Donnay, Commissioner Wechsler indicated that the board will look into the legalities.

The library will be discussed.

In response to Mrs. Turlish, Commissioner Wechsler indicated that parks are open, with pavilions and that the former township building is not feasible.

The Ordinance Committee will review Chapter 49-13.

6. Library - Capital Improvement Project

Motion made by Commissioner McCloskey and seconded by Commissioner D'Emilio to renovate the Haverford Township Free Library at 1601 Darby Road OR to relocate the Haverford Township Free Library to the site of the former Brookline School on Earlington Road and to authorize the Township Manager to take the necessary steps to begin implementation of the decision above.

Comments from Phil Goldsmith: The Library Board still favors the Brookline site but fully understands that financial circumstances might not allow that to happen and there may be other uses for the site.

In that case, we would recommend restarting our work on the renovations with the expectation that the township will be committed to working closely with us to solve the parking issue. Obviously, costs have increased since we first began working on planning for renovations six years ago. And with a new library director in place, we also have had the benefit of his experience and now see the need to make some modest changes and explore other opportunities that were discussed by not included in the initial renovation plans under prior board leadership. Given that we have been on hold, we have not priced out those costs or the feasibility of those opportunities. If given the go ahead, we will do so immediately.

We are not in favor of moving ahead with the renovations as is without addressing the parking issues or the changes in costs that occurred during the six-year gap between initial approval and today's costs and needs. We believe working together in earnest, we can come up with plans which will be cost effective and provide a suitable facility for the

township at our current location. It is our hope that we can move forward together with dispatch.

Discussion began among the Board.

Commissioner Lewis made a motion to renovate the library at the current location. There was no second.

The board voted first to renovate the Haverford Township Library at 1601 Darby Road OR relocate the Haverford Township Free Library to the site of the former Brookline School on Earlington Road.

Roll Called:

Commissioner D'Emilio – renovate

Commissioner Oliva – renovate

Commissioner McCloskey – renovate

Commissioner Siegel – relocate

Commissioner Lewis – renovate

Commissioner Quinn – renovate

Commissioner Hart – renovate

Commissioner Holmes – relocate

Commissioner Wechsler – relocate

<u>The current library will be renovated</u>.

The original motion to authorize the Township Manager to take the necessary steps to begin implementation of the decision above was amended by Commissioner Holmes to read to authorize the Township Manager and the Library Board to take the necessary steps to begin implementation and develop BID Specs to renovate the current library at 1601 Darby Road.

Commissioners McCloskey and D'Emilio accepted the amendment.

Roll Called.

<u>All 9 Commissioners voted unanimously.</u>

7. <u>David R. Burman – Township Manager Update</u>

Mr. Burman's update: There was a lot of storm damage with Isaias. Many homes were flooded and fallen trees with damage. We have sent a postcard to homeowners asking to indicate what extensive damages they experienced and to send photos. The submissions are being tracked by the Assistant Emergency Management Coordinator and with the township engineer. The township will not have answers for another six to eight weeks.

Commissioner Hart asked Mr. Burman when asbestos removal would begin at the Brookline School. Mr. Burman indicated that a pre-construction meeting will be scheduled.

8. <u>Approval of Minutes</u> Regular Meeting Minutes of August 10, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of August 10, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. <u>Approval of Warrants</u>

Motion made by Commissioners Holmes and second by Commissioner Lewis to approve the following warrant #9-2020 totaling $3,777,931.95

General & Sewer fund Payroll for August 20, 2020 in the amount of $632,946.60
General & Sewer fund Payroll for September 3, 2020 in the amount of $614,149.99
General Fund disbursements #9-2020 in the amount of $1,419,397.73
Sewer Fund disbursements #9-2020 in the amount of $568,969.25
Community Development Block Grant Fund disbursement #9-2020 in the amount of $114,964.69
Capital Projects Fund disbursement #9-2020 in the amount of $425,493.49
Credit Card Statement ending August 27, 2020 in the amount of $2,010.20

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. <u>2021 Minimum Municipal Obligation</u>

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to accept and certify the 2021 Minimum Municipal Pension Obligations for the Police and Non-Uniform Defined Benefit Plans and Non-Uniform Defined Contribution Plans.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. <u>Ordinance No. P18-2020</u> Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the second reading of Ordinance P18-2020 2020 authorizing and/or rescinding traffic restrictions on the following highway.

<u>STICKER PARKING ONLY</u>: RESCIND: Park Road South Side Between Darby Road and Lansdowne Road.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. <u>Ordinance No. P19-2020</u> Amendment to Cell Tower Lease/ Unisite/Omnipoint PA Tower Venture, LLC – 1 Hilltop Road (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P19-2020 by adopting 2nd Amendment to lease agreement with Unisite/Omnipoint PA Tower Venture LLC pertaining to ground lease for cell tower located at 1 Hilltop Rd, Haverford Township, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. <u>Ordinance No. P20-2020</u> Traffic (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P20-2020 rescinding/establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof

Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. <u>Resolution No. 2183-2020</u> Act 537 Plan Update
Pennsylvania Sewage Facilities Act

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2183-2020 that the Board of Commissioners of the Township of Haverford, Delaware County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the "Official Plan" of the Township of Haverford the above referenced Act 537 Plan Update. The Township of Haverford hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. <u>Resolution No. 2187-2020</u> Establish Criteria for Real Estate Assessment Appeals

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to adopt Resolution No. 2187-2020 by establishing criteria for real estate assessment appeals.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner Siegel voted No.

16. <u>Resolution No. 2188-2020</u> Greenbriar Lane – Preliminary/Final Subdivision

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to adopt Resolution No. 2188-2020 approving the Preliminary/Final Minor Subdivision Plan for Sleepy Valley Holdings, LLC, for the vacant property located on Greenbriar Lane, Havertown, Haverford Township, Delaware County, known as D.C. Folio square foot parcel to create two (2) lots as follows: Lot 1 containing 16,022 square feet and Lot 2 containing 15,691 square feet. The subject property is within the R-5 Zoning District, and is located in the 1st Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville,

PA, dated April 3, 2020 and last revised on July 30, 2020; subject to the recommendations of the Planning Commission.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. <u>Authorization</u>

Motion made by Commissioner Hart and seconded by Commissioner Oliva to authorize the Township Manager take all necessary steps to explore the acquisition of property at 1744 Burmont Road for the purposes of extending the Darby Creek Trail.

<u>* The Board broke for Executive Session to discuss item #17.</u>

Conclusion: This item should not have been on the Agenda.

All Commissioners were in favor of it being removed.

18. <u>Zoning Hearing Board Application</u>

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to authorize the Township Solicitor to represent Haverford Township in the matter of Upper Darby Township Zoning Hearing Board Case No. 8-2 of 2020, proposed Starbucks, 5001 Township Line Road, Drexel Hill, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Contract Award

Darby Road Streetscape – Phase 2 – Bellemead to W. Benedict Avenue

Motion made by Commissioner McCloskey and seconded by Commissioner Hart to award the Darby Road Streetscape, Phase 2 to MOR Construction Services, Inc., in the amount of $204,410; submitting the lowest responsible bid for the base contract and recommended alternates.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

20. Purchases/Payments

10 Basketball Systems

Motion made by Commissioner Oliva and seconded by Commissioner Hart to award the purchase of 10 Basketball Systems from Recreation Resource, USA, Kenneth Square, PA, under Co-Stars #14-74, in the amount of $22,075.00; submitting the lowest responsible quote. The systems include pole, backboard and rim and will be installed at Bailey Park (4), Coopertown (2), Westgate (2) and Merwood (2). Payment from the Capital Fund.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Playground Equipment

Motion made by Commissioner Oliva and seconded by Commissioner Hart to award the purchase of playground equipment for Llanerch Park, under Co-Stars Contract, from George Ely Associates, in the amount of $15,408.00. Payment from the Capital Fund.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Brookline Fire Company

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to authorize the following payment for: Contribution towards (1) Pierce Enforcer Foam Pumper Chassis for Brookline Fire Company to Glick Fire Equipment Company, Bird in Hand, PA in the amount of $200,000 (balance to be paid by Brookline Fire Company).

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

21. Agreement – Ballot Box

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to ratify a Ballot Box License Agreement between the Township of Haverford and the County of Delaware, Board of Elections.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio voted No.

22. Continuation of Citizen's Forum for Non-Agenda Items

No one spoke.

23. New business

Commissioner Holmes indicated that the board met in Executive Session last week.

Commissioner Holmes indicated that Wynnefield Drive, again, was extensively flooded.

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to prepare a RFP for a professional engineering firm for a Flood Mitigation Study to include the residents on Wynnefield Drive, Poplar, St. Denis Lane and Merwood Park.

All Commissioners voted unanimously.

Commissioner Homes made a motion and seconded by Commissioner D'Emilio to authorize the Finance Director to share the Solar Presentation and obtain guidance from the township's Public Finance Managers on the use of solar power.

All Commissioners voted unanimously.

Commissioner Hart asked if the Police Committee meet with Chief Viola and Deputy Chief Hagan concerning recent discussions to decriminalize marijuana.

Commissioner Hart made a motion that was seconded by Commissioner D'Emilio to adopt Resolution No. 2189-2020 to apply for a Multi-modal Grant Application in the amount of $260,000 from the Commonwealth Financing Authority for the completion of the Darby Creek Trail Extension and for the Township Manager to execute all documents and agreements between the Township and the Commonwealth Financing Authority.

All Commissioners voted unanimously.

Commissioner Siegel asked that the following items be placed on the October Work Session Agenda. They have been put on the back burner since COVID.

1. The Code of Ethics (in the Charter) needs to be affirmed by Commissioners and Department Heads annually.

2. Fair Housing Accommodations Ordinance.

3. Zoning Change – Sidewalks

4. Mr. Burman to review and make recommendations on Sensitivity, Bigotry, anti-Racism and anti-Semitism.

5. Brookline School Status

24. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio stated that he has not had constituent meetings since the pandemic. However, he will hold a "Commissioner on the Corner" meeting on September 30th, 7:00 p.m. on the corner of Ashton and Briarwood Roads.

He thanked the fire companies for all their help during the floods and accidents, he thanked Brian Barrett for his help with Westgate Park and the trails and congratulated the police department for their accreditation.

Commissioner D'Emilio asked about the status of the Comprehensive Plan. Mrs. Kirk indicated that the committee will eventually reconvene.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva indicated that last month was Overdose Awareness Month. He thanked HADA for what they do and for the statue on Darby Road.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey stated that there are a lot of people doing heroic work in a "virtual" world. He honestly indicated that he and his family are struggling. He reminded everyone that we are all in this together and to please keep wearing masks.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel thanked township staff for doing a remarkable job during the flooding. Residents get emotional and he reminded everyone we are all residents too.

Commissioner Siegel thanked for the board for respecting Jewish high holy days.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis provided an update on the Ardmore Avenue Bridge. The bridge should be open in October. He asked if a grant for an Adaptive Traffic Signal is available.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn asked Chief Viola about the large group of kids riding bikes. Chief Viola indicated that the department is aware and this is a serious problem.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart stated that he had hoped for a new library at the Brookline School site but realized it is not the best place.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes thanked the board for their support in approving the Wynnefield Drive and Solar Power motions.

He asked about the status of Karakung Drive. Mr. Burman stated that the shed has been removed and he has been back and forth with PaDot.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler announced that his constituent meeting will be held on September 24th. He hasn't decided if it will be indoors or Zoom.

Commissioner Wechsler congratulated the Police Department for their accreditation.

Chief Jim McCans – EMS

Chief McCans indicated that everyone needs to get a flu shot. The Flu mimics COVID-19. There are many locations that residents can receive one. If in doubt, he said to call 610-446-1000 ext. 2222.

25. All Commissioners agreed to adjourn.

EXECUTIVE SESSION – 6:00 P.M. – CONTRACT AND REAL ESTATE MATTERS

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, OCTOBER 5, 2020

7:00 P.M.

"Announcement of Haverford Township's designation as a SolSmart Bronze community"

Discussions:

Proposed Ordinance - Code of Ethics (in the Charter)

Proposed Ordinance - Fair Housing Accommodations

Brookline School Status

Commissioner Committee Updates

Police Department – Crime Update

NEXT WEEK:

Ordinance No. P19-2020 **Cell Tower (2nd Reading)**

Ordinance No. P20-2020 **Traffic (2nd Reading)**

Ordinance No. P21-2020 **Traffic (1st Reading)**

Contract Awards:

Skatium – Plaza Beautification – BID WILL BE OPENED TOMORROW, 10/2

Public Works – Emergency Sanitary Sewer Repairs – BID WILL BE OPENED TUESDAY, 10/6

Finance – 2-year contract with Tri-State Financial Group LLC, Bridgeport, PA for the administration and collection of the Township Business Privilege, Mercantile and Local Service Taxes

Continue engagement with Jennifer W. Brown, Esquire of Flamm Walton Heimbach, Blue Bell, PA, to serve as special counsel in regards to enforcement of Township regulations regarding Business Privilege, Mercantile and Local Service Taxes (any litigation to be handled by Township Solicitor)

ORDINANCE NO. P22-2020

CODE OF ETHICS

Section 1. Purpose.

A Code of Ethics is hereby established for the Board of Commissioners, the Township Manager and department heads in the administrative service of Haverford Township, whether elected or appointed, paid or unpaid, as well as all members of advisory and administrative boards. The purpose of this code is to establish certain ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Township, by directing disclosure by such officials and employees of financial or other interests in matters affecting the Township and by establishing certain responsibilities.

Section 2. Responsibilities of public office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this state and to carry out impartially the laws of the nation, state and Township.

Section 3. Conduct of officials and employees.

Officials and employees shall act within the scope of their authority and within the law and shall work in full cooperation with other public officials and employees unless prohibited from so doing by law.

Section 4. Special treatment prohibited.

A. No official or employee shall request or permit the use of Township-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or, by municipal policy, are provided for the use of such official or employee in the conduct of official business.

B. No official or employee shall grant any special consideration, treatment or advantage to any person beyond that which is available to every other person. No official or employee shall grant any special consideration, treatment or advantage for his personal benefit.

Section 5. Conflicts of interest.

A. No Commissioner or other official or employee shall engage in any business or transaction or shall have any interest which would impair his independence of judgment or action in the performance of his official duties.

B. Specific conflicts of interest are enumerated below for the guidance of officials and employees.

(1) Disclosure of confidential information. No Commissioner or other official or employee shall, without proper authorization, disclose confidential information concerning the property, government or affair of the Township which shall advance the financial or other interest of himself or others.

(2) Gifts and favors. No Commissioner or other official or employee shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the Township; nor shall any such official or employee accept any gift, favor or thing of value that may tend to influence him in the discharge of his duties or grant in the discharge of his duties any improper favor, service or thing of value. The receipt of casual business meals or refreshments shall not be held to be within the meaning of this provision.

(3) Representing private interests before Township agencies or courts. No Commissioner or other official or employee shall represent private interests in any action or proceeding against the interests of the Township or in any court litigation to which the Township is a party. A Commissioner may appear before the Township agencies on behalf of constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations, provided that a Commissioner may not appear before the Zoning Hearing Board or the Planning Commission until he has made a good faith effort to consult with the Township Solicitor. However, no Commissioner or other official or employee shall accept a retainer or compensation in respect to any matter pending before a Township agency.

(4) Contracts with the Township. Any Commissioner or other official or employee who has a financial interest in any business entity, transaction or contract with the Township or in the sale of real estate, materials, supplies or services to the Township shall make known to the Township Secretary such interest in any matter. This provision shall not be applicable to stocks, bonds, mutual funds or other holdings wherein the investment in relation to the entire entity is insignificant. He shall refrain from voting upon or otherwise participating in the transaction or the making of such contract or sale.

(5) Disclosure of interest in pending matters.

(a) A Commissioner who has any interest in any pending Township motion, resolution or ordinance which would impair his independence of judgment or action in the performance of his official duties shall disclose such interest to the Township Secretary and shall abstain from the consideration of or voting upon such matter.

(b) Any employee who has a financial interest and who participates in discussion with or gives an official opinion to the Board of

Commissioners shall disclose same.

(c) Any other official who has any interest in any pending matter before the board or commission served by such person which would impair his independence of judgment or action in the performance of his official duties shall disclose such interest and shall abstain from the consideration of or voting upon such matter.

Section 6. Political activity.

A. Appointed officials and employees shall not use their office or employment in political campaigns for Township candidates.

B. No official or employee, whether elected or appointed, shall promise an appointment to any municipal position as a reward for any political activity.

Section 7. Interpretation of provisions.

A. When a Commissioner or other official or employee has doubt as to the applicability or interpretation of any provision of this code, he or she may apply to the Board of Commissioners for an advisory opinion. The Commissioner or other official or employee may submit in writing the question raised and the language to be interpreted without necessarily referring to a particular set of facts.

B. The Board of Commissioners shall have the power, in its discretion, to establish rules of procedure with respect to matters arising under this code.

C. Nothing in this code shall be deemed to amend, modify, alter or supersede any statutory enactment regarding the privileges, duties or obligations of Township Commissioners or other officials or employees.

Adopted this day of November, 2020.

Township of Haverford

By: William F. Wechsler
President

Attested by: David R. Burman, Township Manager

ORDINANCE FOR PROVIDING REASONABLE ACCOMMODATION UNDER THE FAIR HOUSING AMENDMENTS ACT

ORDINANCE NO. P23-2020

AN ORDINANCE To Amend The General Laws of the Township Of Haverford, adding Chapter _____, To Provide Policy and Procedures For Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

The Board of Commissioners of the Township of Haverford hereby ordains:

Section 1. The General Laws of the Township of Haverford shall be amended by the addition of a new Chapter _____, "Reasonable Accommodation Policy and Procedure Regulations," to provide as follows:

Section 2. Purpose

A. Title and Intent. The provisions of this chapter shall be known as the Reasonable Accommodations Policy and Procedure regulations. The intent of the Reasonable Accommodations Policy and Procedure regulations is to provide flexibility in the application of the Zoning and Planning Codes for individuals with a disability, when flexibility is necessary to eliminate barriers to housing opportunities. This Chapter will facilitate compliance with federal and state fair housing laws and promote housing opportunities for residents of Haverford Township.

B. Purpose. The purpose of this Chapter is to establish a procedure for persons with disabilities seeking fair access to housing to make requests for reasonable accommodation in the application of Haverford Township's zoning laws, rules, policies, practices and procedures pursuant to Section 3604(f)(3)(b) of Title 42 of the United States Code (the "Fair Housing Act") and other laws, which prohibit local government from refusing to make reasonable accommodations in policies and practices when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

C. Applicability. A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the

siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. It is the policy of Haverford Township, pursuant to the Fair Housing Amendments Act of 1988, to provide people with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The purpose of these provisions is to provide a process for making requests for reasonable accommodation to land use and zoning decisions and procedures regulating the siting, funding, development and use of housing for people with disabilities. In these regulations, "use of housing" includes, but is not limited to, housing related services and the use and enjoyment of the property.

Section 3. Definitions

"Acts" means the "Fair Housing Act" (Section 3601 et seq. of Title 42 of the United States Code), and any amendments thereto.

"Code" means the Haverford Township municipal zoning or planning code or ordinance which sets forth the Township's land use and zoning regulations. "Designee" or "Appeals Designee" means the person(s), Board commission or other group of persons designated to make determinations on fair housing accommodation requests pursuant to this Ordinance.

"Disability" means a mental or physical impairment(s) that substantially limit one or more major life activities.

E. "Disabled Person" means any person who has a physical or mental impairment that substantially limits one or more major life activities; anyone who is regarded as having such impairment; or anyone who has a record of such impairment. This Ordinance does not protect an individual's current unlawful use of or addiction to controlled substances or other drugs, unless that individual has a separate disability.

Section 4. Notice of Availability; Application Requirements.

A. Notice of Haverford Township's Reasonable Accommodations Policy and Procedure (Exhibit A) shall be displayed at public information

counters in the Building and Codes Office and the Community Development Office of the Township.

B. Any person (or his or her representative) who requires reasonable accommodation because of a disability shall make such a request to the Township on a form provided by the Township Manager, or his or her designee. A fee will be charged to review the application, as shown in the Master Fee Schedule.

C. Review with other land use or design review applications. If the project for which the request is being made also requires other discretionary approval (including, but not limited to, design review, conditional use permit, variance or sub-division), then the applicant shall file the request for reasonable accommodation together with the application for discretionary approval. All related applications for discretionary approval shall be considered concurrently with the request for reasonable accommodation.

Section 5. Requesting Reasonable Accommodation

A. In order to make specific housing available to an individual with a disability, any person may request a reasonable accommodation in the rules, policies, practices and procedures regulating the siting, funding, development or use of housing by completing the "Fair Housing Accommodation Request" form (Exhibit B) and filing it with the Township Manager or his or her designee.

B. If an individual needs assistance in making the request for reasonable accommodation, the Township Manager, or his or her designee, shall provide the assistance necessary to ensure that the process is accessible to the applicant.

C. A request for reasonable accommodation in rules, policies, practices and/or procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing; at the outset or during the approval process.

D. The applicant shall provide the following information on the reasonable accommodation application form:

1. Applicant's name, address and telephone number and Property owner's name and address if not the same.

2. Address and Folio number of the property for which the request is being made.

3. Current use or activity on the property.

4. Photographs and/or drawings of the property and structure (*i.e.*, floor plan and site plan), and proposed alterations to the property.

5. Description of the requested accommodation, and the zoning code provision, regulation, policy or procedure for which accommodation is being requested.

6. Basis for the claim that the individual has a disability under the Acts.

7. Reason that the requested accommodation is necessary for the individual with the disability to use and enjoy the dwelling. The accommodation is for the tenant/resident of the property.

8. Potential impact of accommodation to surrounding land uses and neighbors.

Section 6. Review of Requests for Reasonable Accommodation

A. When a request for reasonable accommodation is filed, it shall be referred to the designee for review and consideration. The designee shall issue a written decision within thirty (30) days of the date of the application and may grant the reasonable accommodation request or deny the request. See Notice of Decision on Fair Housing Accommodation Request form (Exhibit C) for designee's use.

B. If necessary to reach a decision on the request for reasonable accommodation, the designee may request further information from the applicant consistent with the Act, specifying in detail what information is required. In the event that the designee requests further information pursuant to the above paragraph, the running of any appeal period shall be tolled (stopped) until the applicant responds to the request.

C. Not more than thirty (30) days after receiving a written request for reasonable accommodation, the designee shall issue a written decision on the request; provided that, in the event that the designee requests further information pursuant to the above paragraph, the running of this period shall be tolled (stopped) until the applicant responds to the request.

Section 7. Factors for Considering Requests for Reasonable Accommodation

The designee shall consider the following criteria when deciding whether a requested accommodation is reasonable:

1. Is the housing, which is the subject of the request for reasonable accommodation, to be used by an indi-vidual protected under the Act?

2. Is the request for accommodation necessary to make specific housing available to an individual protected under the Act?

3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction?

4. Whether the requested accommodation would require a fundamental alteration in the nature of a program?

Section 8. Written Decision on the Request for Reasonable Accommodation

A. The Notice of Determination may: (1) grant the accommodation request; (2) grant the accommodation request subject to specified nondiscriminatory conditions of approval; or (3) deny the request.

B. All written determinations shall give notice of the right to appeal, if any, as specified in this Ordinance. The designee's written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the designee's findings on the criteria set forth above.

C. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process as set forth below. The designee's Notice of Decision shall be sent to the applicant by certified mail and first class mail.

D. If the designee fails to render a written decision on the request for reasonable accommodation within the time period allotted in this Ordinance, the request shall be deemed granted.

Section 9. Appeals

A. Within thirty (30) days of the date of the designee's written decision, the applicant may appeal an adverse decision by filing the Appeal of Denial of Fair Housing Accommodation Request form (Exhibit D). The appeal shall be referred to the Haverford Township Human Relations Commission for hearing and decision.

B. An applicant may request reasonable accommodation in the procedure by which an appeal will be conducted. If an applicant needs assistance in filing an appeal, the Township Manager and/or his or her designee shall provide the assistance that is necessary to ensure that the appeal process is accessible to the applicant.

C. All appeals shall contain a statement of the grounds for the appeal.

D. Nothing in these Regulations shall preclude an aggrieved individual from seeking any other state or federal remedy available.

Section 10. Judicial Review

A. Any party aggrieved by any order of the Human Relations Commission may file an appeal to the Court of Common Pleas of Delaware County within (30) days after the mailing of notice of such order by the Commission to the aggrieved party or the party's attorney.

B. If no appeal is taken within thirty (30) days, the order of the Commission shall be final and conclusive and shall not be subject to review by any court in any action, including any proceedings to obtain enforcement.

Adopted this day of November, 2020.

Township of Haverford

By: William F. Wechsler
President

Attested by: David R. Burman, Township Manager

ORDINANCE NO. P21-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95, Schedule XX: Special Purpose Parking Zones

RESCIND:

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**

SECTION 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of November, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

AGREEMENT

AGREEMENT made this _____ day of _____, 2020, by and between Haverford Township, Delaware County, Pennsylvania, hereinafter referred to as "Haverford" and Tri-State Financial Group, LLC of Bridgeport Borough, Montgomery County, Pennsylvania, hereinafter referred to as "TFG".

W I T N E S S E T H

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions to levy, asses and collect a tax on (1) the privilege of engaging in a business, hereinafter referred to as the Business Privilege Tax; (2) any sales of merchandise wither wholesale or retail or restaurants serving food, hereinafter referred to as the Mercantile Tax; (3) individuals for the privilege of engaging in an occupation, hereinafter referred to as the Local Services Tax; and

WHEREAS, Haverford, by ordinance, has levied, assessed and provided for the collection of a Business Privilege Tax, Mercantile Tax, and Local Services Tax; and

WHEREAS, Haverford and TFG have negotiated an agreement hereby and whereunder Haverford will hire TFG to collect the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. Haverford does hereby designate and appoint TFG as collector of the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford for the period beginning January 1, 2021 and ending December 31, 2022;

2. TFG agrees:

   a. to supply, at their expense, all personnel, papers, forms, notices, postage, data processing equipment and all else necessary to efficiently collect the above-mentioned taxes levied by Haverford;

   b. to collect the taxes and deliver to Haverford or deposit into a designated account of Haverford all sums collected by them at any time the total on hand and made available by TFG's bank exceeds ten thousand dollars ($10,000.00) or when the amount does not exceed ten thousand dollars ($10,000.00) at least every fifteen (15) days;

   c. to indemnify, hold free and save harmless Haverford from any and all acts or omissions of TFG in the collections of the above mentioned taxes. TFG further agrees to secure and maintain a fidelity bond of at least One Hundred Thousand Dollars

($100,000.00). Haverford shall save harmless and indemnify TFG from and against any and all loss, damage or claim for actual or attempted tax collection arising from the withholding of correct, legal or proper information by Haverford from TFG.

3. Haverford agrees to compensate and reimburse TFG, as earned commission, for all of TFG's services and for all materials furnished including, but not limited to, expenditures made by TFG for equipment, supplies, personnel and related expenses, as follows:
    - an amount equal to 2.5% of the gross taxes collected by TFG, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), up to $2,100,000.00 dollars.
    - For all amounts collected in excess of $2,100,000.00 dollars and up to $2,300,000.00, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to increase TFG's compensation/commission to an amount equal to 10.0% of the gross tax collected by TFG.
    - And for all accounts collected in excess of $2,300,000.00 dollars, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to compensate and reimburse TFG an amount equal to 6.0% of the gross tax collected in excess of $2,300,000.00 dollars for all tax accounts collected by TFG.
    - And for any trips to District Justice Court, or any Court of Law, in their capacity as representatives of Haverford Township, at a flat rate of $75.00, per trip.

4. TFG agrees to make available to the accountant or firm of accountants or any other person appointed by Haverford all relevant books and records relating to the collection of said taxes by TFG for Haverford, however, that such audit shall be performed at a mutually convenient time and that someone designated by TFG, shall be present and participate in such audit. Such audit is optional on the part of Haverford.

5. The covenants and provisions of this Agreement shall be binding for the period beginning January 1, 2021, and ending December 31, 2022. Either party may terminate this Agreement at the expiration of the term hereby created, by giving to the other party ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue for the additional period of one (1) year and so on from year to year until terminated by either party giving to the other party ninety (90) days written notice of intention to terminate said Agreement at the expiration of the then current term.

6. In the event of termination after the expiration of the term, or renewal thereof, TFG agrees to deliver to Haverford any and all records which relate to the collection of the taxes for Haverford within fifteen (15) working days.

7. Concurrently with the execution hereof, Haverford will deliver to TFG copies of the Ordinances and copies of all rules and regulations and other pertinent materials relating to the above-mentioned taxes of Haverford. Haverford agrees to deliver to TFG, within fifteen (15) days after enactment, all amendments to the above-mentioned Ordinances and to the rules and regulations pertaining thereto. Haverford will supply or make available to TFG other Haverford records which can and will be used in the collection of these taxes.

8. This Agreement represents the entire agreement between the parties and any modification of same shall be executed by the parties in writing to be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

TOWNSHIP OF HAVERFORD

By: _____

Attest: _____

TRI-STATE FINANCIAL GROUP, LLC

By: _____

Witness: _____

Flamm Walton Heimbach

ATTORNEYS AT LAW

JENNIFER W. BROWN
267-419-1506
jwbrown@flammlaw.com

794 Penllyn Pike, Suite 100
Blue Bell, PA 19422-1669
267-419-1500
267-419-1560 Fax
www.flammlaw.com

4905 West Tilghman Street, Suite 310
Allentown, PA 18104-9133
610-336-6800
610-336-0167 Fax

750 Route 73 South, Suite 202B
Marlton, NJ 08053-4191
856-810-2299
856-810-2266 Fax

September 9, 2020

Board of Commissioners
Haverford Township
1014 Darby Road
Havertown, PA 19083

Re: Continued Engagement of Flamm Walton Heimbach as Business Tax Counsel

Dear Members of the Board of Commissioners:

I have enjoyed representing Haverford Township over the past 10 years with respect to the Business Tax Enforcement and Collection Program and am pleased that the Township wishes to continue the services of Flamm Walton Heimbach ("FWH") in this regard. This letter is written in compliance with the Pennsylvania Rules of Professional Conduct applicable to attorneys in Pennsylvania and describes the basis on which FWH will provide tax counsel services to the Township and how FWH will be compensated for its services. Please note that this engagement letter governs services and litigation up through the Magisterial District Court level. If the Township wishes to retain the services of the FWH for litigation beyond the District Court level, we would be happy to submit a separate letter for such services at our regular/non-municipal litigation rates.

We will do our utmost to continue to serve the Township as Business Tax Counsel diligently and effectively. I will have primary responsibility for the Township's representation in tax matters, other than litigation, but reserve the right to utilize other attorneys, legal assistants and law clerks in the office to assist with the Township's representation, in the best exercise of my professional judgment.

All charges for professional services rendered will be made on a time basis. Statements for services rendered to the Township are based on the product of the hours worked multiplied by the hourly rates for the attorneys, legal assistants and law clerks who performed the services. I am happy to offer our lowest municipal rate for tax counsel services, which is $250 per hour. Our paralegal rate is currently $175 per hour. These rates may be modified by us from time to time although we are still engaged in the same legal matters on your behalf.

FWH will not bill for long distance telephone charges, internal photocopying or facsimile transmissions. However, FWH will bill for postage, filing fees, court costs, witness fees, as well as printing or bulk copying jobs, airline and train tickets, tolls, parking, overnight mailings,

outside messengers, use and appearance of experts, deposition costs, advertising costs and similar costs incurred through outside vendors.

FWH's statements are generally prepared once a month and mailed during the month following the month in which serves are rendered and/or costs advanced. FWH expects payment within thirty (30) days of the statement date. Thereafter, a finance charge of 1.5% per month, which is an annual percentage rate of 18%, may be imposed on the outstanding balance.

Any attempt by FWH to collect fees and/or any and all disputes concerning fees shall be decided by common-law arbitration pursuant to 42 Pa. C.S.A. Section 7341 et seq. Arbitration shall be conducted by way of an informal conference before a panel of three attorneys from the Fee Dispute Committee of the Montgomery Bar Association as selected by the Chairman of that Committee. The parties hereto agree that the decision of a majority of the members of the panel shall be final and binding and may not be appealed to any court.

The Township will have the right to terminate our representation at any time subject to FWH being compensated for services rendered. We will have the same right, and, at our sole option, we may discontinue legal services if invoices are not paid on a current basis.

If the above is acceptable, please indicate the Township's agreement by dating and signing at the bottom of this letter and returning the executed copy to me.

If you do not sign and return a copy of this letter and FWH provides services pursuant to this letter, the Township will be deemed to have agreed to the terms outlined above.

Should you have any questions, please feel free to call me.

Very truly yours,

Jennifer W. Brown

THIS WILL ACKNOWLEDGE THAT THE UNDERSIGNED HAS READ THE FOREGOING ENGAGEMENT LETTER, UNDERSTANDS IT, AND AGREES TO RETAIN THE LAW FIRM OF FLAMM WALTON HEIMBACH PC PURSUANT TO ITS TERMS AND CONDITIONS.

HAVERFORD TOWNSHIP

Dated: _____ **AGREED:** _____

By: _____

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 13, 2020 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Police Department – Entry Level Police Officers**

Motion: to appoint _____ as a Haverford Township Police Department Entry Level Officer.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to appoint _____ as a Haverford Township Police Department Entry Level Officer.

Voting order 1 2 3 4 5 7 8 6 9

3. **Township Auditor Update**

4. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

5. **David R. Burman - Township Manager Update**

6. **Approval of Minutes** **Regular Meeting Minutes of September 14, 2020**

Motion: to approve the Regular Meeting Minutes of September 14, 2020

Voting order 1 2 3 4 5 7 8 6 9

7. **Approval of Warrants**

Motion: to approve the following warrant #10-2020 totaling $4,605,140.55

General & Sewer fund Payroll for September 17, 2020 in the amount of $633,581.40

General & Sewer fund Payroll for October 1, 2020 in the amount of $617,690.56
General Fund disbursements #10-2020 in the amount of $2,897,075.83
Sewer Fund disbursements #10-2020 in the amount of $156,068.56
Community Development Block Grant Fund disbursement #10-2020 in the amount of $155,940.67
Capital Projects Fund disbursement #10-2020 in the amount of $133,761.08
Credit Card Statement ending September 27, 2020 in the amount of $11,022.45

Voting order 1 2 3 4 5 7 8 6 9

8. Finance: Contracts and Authorization:

a. Township Business Privilege, Mercantile and Local Service Taxes Agreement

Motion: to approve additional 2-year contract with Tri-State Financial Group LLC, Bridgeport, PA for the administration and collection of the Township Business Privilege, Mercantile and Local Service Taxes

Voting order 1 2 3 4 5 7 8 6 9

b. Legal Counsel Agreement

Motion: to continue engagement with Jennifer W. Brown, Esquire of Flamm Walton Heimbach, Blue Bell, PA to serve as special counsel in regards to enforcement of Township regulations regarding Business Privilege, Mercantile and Local Service Taxes (any litigation to be handled by Township Solicitor)

Voting order 1 2 3 4 5 7 8 6 9

c. Withdraw Standing as an Appellant

Motion: TO WITHDRAW OUR STANDING AS AN APPELLANT IN REGARDS TO APPEALS FILED AS PART OF COUNTY-WIDE REASSESSMENT PURSUANT TO RESOLUTION 2187-2020.

Voting order 1 2 3 4 5 7 8 6 9

9. Ordinance No. P19-2020 **Amendment to Cell Tower Lease/ Unisite/Omnipoint PA Tower Venture, LLC – 1 Hilltop Road (2nd Reading)**

Motion: to adopt the second reading of Ordinance No. P19-2020 by adopting 2nd Amendment to lease agreement with Unisite/Omnipoint PA Tower Venture LLC pertaining to ground lease for cell tower located at 1 Hilltop Rd, Haverford Township, PA.

Voting order 1 2 3 4 5 7 8 6 9

10. Ordinance No. P20-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P20-2020 rescinding/establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof

Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

Voting order 1 2 3 4 5 7 8 6 9

11. Ordinance No. P21-2020 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P21-2020 authorizing/rescinding traffic restrictions on the following highway:

RESCIND: Special Purpose Parking Zones

Steel Road in front of 408 Steel Road

Leedom Road in front of 1300 Leedom Road

Tenby Road at 10 Tenby Road

Oakford Road in front of 2940 Oakford Road

Voting order 1 2 3 4 5 7 8 6 9

12. Ordinance No. P23-2020 Fair Housing Accommodations (1st Reading)

Motion: to adopt the first reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Voting order 1 2 3 4 5 7 8 6 9

13. Resolution No. 2190-2020 **Multimodal Application – Pedestrian Improvements Intersection at Haverford & Ardmore Avenue**

Motion: to adopt Resolution No. 2190-2020 that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $845,000 from the Pennsylvania Department of Transportation to be used for upgrades at the intersection of Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety and

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 7 8 6 9

14. Contract Awards

Skatium – Plaza Beautification

Motion: to award the Skatium Plaza Beautification contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

Public Works – Emergency Sanitary Sewer Repairs

Motion: to award a two-year Emergency Sanitary Sewer Repairs contract to N. Abbonizio Contractors, Inc., Conshohocken, PA, in the amount of $351,130.00, submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

15. Continuation of Citizen's Forum for Non-Agenda Items

16. New business

17. Other business

NO WORK SESSION IN NOVEMBER

NEXT REGULAR MEETING: MONDAY, NOVEMBER 9TH

PRELIMINARY BUDGET MEETING: MONDAY, NOVEMBER 16TH

DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION – FRIDAY, NOVEMBER 13TH.

18. Adjourn

HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: OCTOBER 2, 2020

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: BID RESULTS – SKATIUM PLAZA

Pursuant to the bid opening for the Skatium Plaza project held on Friday, October 2, 2020 at 2:00pm, seven (7) bids were received and opened by Spiezle Architectural Group who is serving as the construction manager for this project.

The bid results are attached with the lowest bid submitted by Breezcom, LLC of King of Prussia, PA in the amount of $260,815.00. Spiezle continues to review the bids for appropriate form and content and will be on hand via Zoom at our meeting on Tuesday, October 13, 2020 to briefly go over the design and recommendation for bid award.

PRICING ITEMS (7 records) **By Company** **Select Award Scenario** Clear Award Selected

NAME	TOTAL BASE PRICE
Breezecon	$260,815.00
L.J. Padella Construction, Inc.	$356,127.33
Ocean Construction	$360,145.70
Albert G. Cipolloni Jr & Sons, Inc.	$431,209.00
DONATO SPAVENTA & SONS, INC	$509,826.00
Land Tech Enterprises	$549,000.00
Premier Concrete, Inc.	$550,217.50

AGREEMENT

AGREEMENT made this _____ day of _____, 2020, by and between Haverford Township, Delaware County, Pennsylvania, hereinafter referred to as "Haverford" and Tri-State Financial Group, LLC of Bridgeport Borough, Montgomery County, Pennsylvania, hereinafter referred to as "TFG".

W I T N E S S E T H

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions to levy, asses and collect a tax on (1) the privilege of engaging in a business, hereinafter referred to as the Business Privilege Tax; (2) any sales of merchandise wither wholesale or retail or restaurants serving food, hereinafter referred to as the Mercantile Tax; (3) individuals for the privilege of engaging in an occupation, hereinafter referred to as the Local Services Tax; and

WHEREAS, Haverford, by ordinance, has levied, assessed and provided for the collection of a Business Privilege Tax, Mercantile Tax, and Local Services Tax; and

WHEREAS, Haverford and TFG have negotiated an agreement hereby and whereunder Haverford will hire TFG to collect the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. Haverford does hereby designate and appoint TFG as collector of the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford for the period beginning January 1, 2021 and ending December 31, 2022;

2. TFG agrees:

   a. to supply, at their expense, all personnel, papers, forms, notices, postage, data processing equipment and all else necessary to efficiently collect the above-mentioned taxes levied by Haverford;

   b. to collect the taxes and deliver to Haverford or deposit into a designated account of Haverford all sums collected by them at any time the total on hand and made available by TFG's bank exceeds ten thousand dollars ($10,000.00) or when the amount does not exceed ten thousand dollars ($10,000.00) at least every fifteen (15) days;

   c. to indemnify, hold free and save harmless Haverford from any and all acts or omissions of TFG in the collections of the above mentioned taxes. TFG further agrees to secure and maintain a fidelity bond of at least One Hundred Thousand Dollars

($100,000.00). Haverford shall save harmless and indemnify TFG from and against any and all loss, damage or claim for actual or attempted tax collection arising from the withholding of correct, legal or proper information by Haverford from TFG.

3. Haverford agrees to compensate and reimburse TFG, as earned commission, for all of TFG's services and for all materials furnished including, but not limited to, expenditures made by TFG for equipment, supplies, personnel and related expenses, as follows:
    - an amount equal to 2.5% of the gross taxes collected by TFG, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), up to $2,100,000.00 dollars.
    - For all amounts collected in excess of $2,100,000.00 dollars and up to $2,300,000.00, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to increase TFG's compensation/commission to an amount equal to 10.0% of the gross tax collected by TFG.
    - And for all accounts collected in excess of $2,300,000.00 dollars, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to compensate and reimburse TFG an amount equal to 6.0% of the gross tax collected in excess of $2,300,000.00 dollars for all tax accounts collected by TFG.
    - And for any trips to District Justice Court, or any Court of Law, in their capacity as representatives of Haverford Township, at a flat rate of $75.00, per trip.

4. TFG agrees to make available to the accountant or firm of accountants or any other person appointed by Haverford all relevant books and records relating to the collection of said taxes by TFG for Haverford, however, that such audit shall be performed at a mutually convenient time and that someone designated by TFG, shall be present and participate in such audit. Such audit is optional on the part of Haverford.

5. The covenants and provisions of this Agreement shall be binding for the period beginning January 1, 2021, and ending December 31, 2022. Either party may terminate this Agreement at the expiration of the term hereby created, by giving to the other party ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue for the additional period of one (1) year and so on from year to year until terminated by either party giving to the other party ninety (90) days written notice of intention to terminate said Agreement at the expiration of the then current term.

6. In the event of termination after the expiration of the term, or renewal thereof, TFG agrees to deliver to Haverford any and all records which relate to the collection of the taxes for Haverford within fifteen (15) working days.

7. Concurrently with the execution hereof, Haverford will deliver to TFG copies of the Ordinances and copies of all rules and regulations and other pertinent materials relating to the above-mentioned taxes of Haverford. Haverford agrees to deliver to TFG, within fifteen (15) days after enactment, all amendments to the above-mentioned Ordinances and to the rules and regulations pertaining thereto. Haverford will supply or make available to TFG other Haverford records which can and will be used in the collection of these taxes.

8. This Agreement represents the entire agreement between the parties and any modification of same shall be executed by the parties in writing to be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

TOWNSHIP OF HAVERFORD

By: _____

Attest: _____

TRI-STATE FINANCIAL GROUP, LLC

By: _____

Witness: _____

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
1st Ward STEPHEN D'EMILIO
2nd Ward MARIO A OLIVA
3rd Ward KEVIN McCLOSKEY,ESQ.
4th Ward DANIEL SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLE

HAVTT 13232 October 8, 2020

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Emergency Repairs Sanitary and Storm Sewers
Contract No. S-24 (Year 7 – 2020)

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Tuesday, October 6, 2020 at 9:00 a.m. for the above referenced contract. The low bidder was N. Abbonizio Contractors, Inc. of Conshohocken, PA, in the amount of $351,130.00.

N. Abbonizio Contractors, Inc. has held this contract since 2012. During that time, it is our understanding that N Abbonizio has been responsive to the Township's requests and have fulfilled the obligations of the contract.

We recommend the Township consider awarding the contract to N. Abbonizio Contractors, Inc. in the amount of $351,130.00 contingent upon the execution of the contract and supply of the required bonds and insurance.

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

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer
CF/rkm

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on October 6, 2020

CONTRACT NO. S-24 (Year 7-2020)
EMERGENCY REPAIRS
SANITARY AND STORM SEWERS

ITEM NO.	ESTIMATED QUANTITY/UNIT		DESCRIPTION	N. Abbonizio Contractors, Inc. 1250 Conshohocken Road Conshohocken, PA 19428		AJ Jurich 4500 Concord Road Aston, PA 19014		MOR Construction Services, Inc. 139 Schoolhouse Lane Glen Mills, PA 19342	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
24-1	5	E.A	Tyoe I Emergency Mobilization	$12,000.00	$ 60,000.00	$1,519.00	$ 7,595.00	$ 4,500.00	$ 22,500.00
24-2	2	E.A.	Traffic Control - State Highway	$ 1,500.00	$ 3,000.00	$4,389.00	$ 8,778.00	$ 4,500.00	$ 9,000.00
24-3	5	E.A	Traffic Control - Township Roads	$ 1,200.00	$ 6,000.00	$4,327.00	$ 21,635.00	$ 3,000.00	$ 15,000.00
24-4	20	Days	By-Pass Pumping	$ 2,000.00	$ 40,000.00	$786.00	$ 15,720.00	$ 2,965.00	$ 59,300.00
24-5	350	L.F.	Replacement of 8-inch D.I. Sewer; 0-12' Deep within Township or State Roads	$ 180.00	$ 63,000.00	$395.00	$ 138,250.00	$ 575.00	$ 201,250.00
24-6	75	L.F.	Replacement of 12-inch D.I. Sewer; 0-12' Deep within Township or State Roads	$ 200.00	$ 15,000.00	$414.00	$ 31,050.00	$ 750.00	$ 56,250.00
24-7	50	L.F.	Replacement of 18-inch D.I. Sewer; 0-12' Deep within Township or State Roads	$ 235.00	$ 11,750.00	$452.00	$ 22,600.00	$ 1,450.00	$ 72,500.00
24-8	100	L.F.	Lateral Replacement, Any Size, All Depths Within Township or State Roads	$ 150.00	$ 15,000.00	$432.00	$ 43,200.00	$ 525.00	$ 52,500.00
24-9	300	L.F.	Replacement of 8-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	$ 140.00	$ 42,000.00	$385.00	$ 115,500.00	$ 550.00	$ 165,000.00
24-10	75	L.F.	Replacement of 12-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	$ 150.00	$ 11,250.00	$414.00	$ 31,050.00	$ 725.00	$ 54,375.00
24-11	50	L.F.	Replacement of 18-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	$ 180.00	$ 9,000.00	$452.00	$ 22,600.00	$ 1,425.00	$ 71,250.00
24-12	50	L.F.	Lateral Replacement, Any Size, All Depths Within Rights-of-Way	$ 130.00	$ 6,500.00	$397.00	$ 19,850.00	$ 450.00	$ 22,500.00
24-13	8	V.F./L.F.	Additional Excavation/Backfill Beyond 12-Foot Depth in Township or State Roads	$ 250.00	$ 2,000.00	$609.00	$ 4,872.00	$ 425.00	$ 3,400.00
24-14	8	V.F./L.F.	Additional Excavation/Backfill Beyond 12-Foot Depth in Rights-of-Way	$ 150.00	$ 1,200.00	$609.00	$ 4,872.00	$ 425.00	$ 3,400.00
24-15	30	C.Y.	Rock Excavation	$ 1.00	$ 30.00	$256.00	$ 7,680.00	$ 1,100.00	$ 33,000.00
24-16	25	V.F.	4-Foot Diameter Manholes	$ 500.00	$ 12,500.00	$1,257.00	$ 31,425.00	$ 825.00	$ 20,625.00
24-17	30	L.F.	8-inch Concrete Encasement	$ 80.00	$ 2,400.00	$317.00	$ 9,510.00	$ 250.00	$ 7,500.00
24-18	30	C.Y.	Plain Cement Concrete	$ 250.00	$ 7,500.00	$373.00	$ 11,190.00	$ 175.00	$ 5,250.00
24-19	125	L.F.	Concrete Curb	$ 25.00	$ 3,125.00	$247.00	$ 30,875.00	$ 55.00	$ 6,875.00
24-20	175	S.F.	4-inch Thick Concrete Sidewalk	$ 7.00	$ 1,225.00	$115.00	$ 20,125.00	$ 20.00	$ 3,500.00
24-21	150	S.F.	6-inch Thick Concrete Aprons	$ 9.00	$ 1,350.00	$103.00	$ 15,450.00	$ 25.00	$ 3,750.00
24-22	350	S.Y.	10-inch Thick Bituminous Trench Restoration	$ 60.00	$ 21,000.00	$124.00	$ 43,400.00	$ 105.00	$ 36,750.00
24-23	50	S.Y.	State Highway Restoration	$ 90.00	$ 4,500.00	$130.00	$ 6,500.00	$ 120.00	$ 6,000.00
24-24	50	S.Y.	3 1/2-inch Bituminous Driveway Restoration	$ 30.00	$ 1,500.00	$111.00	$ 5,550.00	$ 25.00	$ 1,250.00
24-25	350	L.F.	Right-of-Way Restoration	$ 28.00	$ 9,800.00	$59.00	$ 20,650.00	$ 22.00	$ 7,700.00
24-26	100	S.Y.	Furnishing and Installation of Sod	$ 5.00	$ 500.00	$89.00	$ 8,900.00	$ 75.00	$ 7,500.00
			TOTAL BID	**$351,130.00**		**$698,827.00**		**$947,925.00**	
			Bid Security	Yes		Yes		Yes	

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DAVID G. PENNONI
ENGINEER
No. 39235

We Declare this to be a true Tabulation of Bids
Received on October 6, 2020 by the Township of Haverford
for Contract No. S-24 (Year 7-2020) Emergency Repairs Sanitary and Storm Sewers

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

ORDINANCE NO. P20-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. That Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof
Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

SECTION 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 13th day of October, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P19-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE 1960, ADOPTED JUNE 30, 1980, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED THAT:

SECTION I: Pursuant to Section 707, paragraph A, of the Home Rule Charter, the Township hereby authorizes an amended and restated lease agreement with **UniSite/Omnipoint PA Tower Venture LLC** for certain land areas located at the Township Public Works site off of 2080 Old West Chester Pike, Havertown, PA subject to review by the Township Solicitor and further subject to approval of the final document by the Township Manager.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED by the Township Board of Commissioners this 13th day of October, 2020.

TOWNSHIP OF HAVERFORD

By: _____

William F. Wechsler, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

ORDINANCE NO. P21-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95, Schedule XX: Special Purpose Parking Zones

RESCIND:

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

SECTION 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of November, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE FOR PROVIDING REASONABLE ACCOMMODATION UNDER THE FAIR HOUSING AMENDMENTS ACT

ORDINANCE NO. P23-2020

AN ORDINANCE To Amend The General Laws of the Township Of Haverford, adding Chapter _____, To Provide Policy and Procedures For Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

The Board of Commissioners of the Township of Haverford hereby ordains:

Section 1. The General Laws of the Township of Haverford shall be amended by the addition of a new Chapter _____, "Reasonable Accommodation Policy and Procedure Regulations," to provide as follows:

Section 2. Purpose

A. Title and Intent. The provisions of this chapter shall be known as the Reasonable Accommodations Policy and Procedure regulations. The intent of the Reasonable Accommodations Policy and Procedure regulations is to provide flexibility in the application of the Zoning, Building/Construction and Planning Codes for individuals with a disability, when flexibility is necessary to eliminate barriers to housing opportunities. This Chapter will facilitate compliance with federal and state fair housing laws and promote housing opportunities for residents of Haverford Township.

B. Purpose. The purpose of this Chapter is to establish a procedure for persons with disabilities seeking fair access to housing to make requests for reasonable accommodation in the application of Haverford Township's zoning laws, rules, policies, practices and procedures pursuant to Section 3604(f)(3)(b) of Title 42 of the United States Code (the "Fair Housing Act") and other laws, which prohibit local government from refusing to make reasonable accommodations in policies and practices when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

C. Applicability. A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. It is the policy of Haverford Township, pursuant to the Fair Housing Amendments Act of 1988, to provide people with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The purpose of these provisions is to provide a process for making requests for reasonable accommodation to land use and zoning decisions and procedures regulating the siting, funding, development and use of housing for people with disabilities. In these regulations, "use of housing" includes, but is not limited to, housing related services and the use and enjoyment of the property.

Section 3. Definitions

"Acts" means the "Fair Housing Act" (Section 3601 et seq. of Title 42 of the United States Code), and any amendments thereto.

"Code" means the Haverford Township municipal zoning, building/construction or planning code or ordinance which sets forth the Township's land use, building/construction and zoning regulations. "Designee" or "Appeals Designee" means the person(s), Board commission or other group of persons designated to make determinations on fair housing accommodation requests pursuant to this Ordinance.

"Disability" means a mental or physical impairment(s) that substantially limit one or more major life activities.

E. "Disabled Person" means any person who has a physical or mental impairment that substantially limits one or more major life activities; anyone who is regarded as having such impairment; or anyone who has a record of such impairment. This Ordinance does not protect an individual's current unlawful use of or addiction to controlled substances or other drugs, unless that individual has a separate disability.

Section 4. Notice of Availability; Application Requirements.

A. Notice of Haverford Township's Reasonable Accommodations Policy and Procedure (Exhibit A) shall be displayed at public information counters in the Building and Codes Office and the Community Development Office of the Township.

B. Any person (or his or her representative) who requires reasonable accommodation because of a disability shall make such a request to the Township on a form provided by the Township Manager, or his or her designee. A fee will be charged to review the application, as shown in the Master Fee Schedule.

C. Review with other land use or design review applications. If the project for which the request is being made also requires other discretionary approval (including, but not limited to, design review, conditional use permit, variance or sub-division), then the applicant shall file the request for reasonable accommodation together with the application for discretionary approval. All related applications for discretionary approval shall be considered concurrently with the request for reasonable accommodation.

Section 5. Requesting Reasonable Accommodation

A. In order to make specific housing available to an individual with a disability, any person may request a reasonable accommodation in the rules, policies, practices and procedures regulating the siting, funding, development or use of housing by completing the "Fair Housing Accommodation Request" form (Exhibit B) and filing it with the Township Manager or his or her designee.

B. If an individual needs assistance in making the request for reasonable accommodation, the Township Manager, or his or her designee, shall provide the assistance necessary to ensure that the process is accessible to the applicant.

C. A request for reasonable accommodation in rules, policies, practices and/or procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing; at the outset or during the approval process.

D. The applicant shall provide the following information on the reasonable accommodation application form:

1. Applicant's name, address and telephone number and Property owner's name and address if not the same.

2. Address and Folio number of the property for which the request is being made.

3. Current use or activity on the property.

4. Photographs and/or drawings of the property and structure (*i.e.*, floor plan and site plan), and proposed alterations to the property.

5. Description of the requested accommodation, and the zoning code provision, regulation, policy or procedure for which accommodation is being requested.

6. Basis for the claim that the individual has a disability under the Acts.

7. Reason that the requested accommodation is necessary for the individual with the disability to use and enjoy the dwelling. The accommodation is for the tenant/resident of the property.

8. Potential impact of accommodation to surrounding land uses and neighbors.

Section 6. Review of Requests for Reasonable Accommodation

A. When a request for reasonable accommodation is filed, it shall be referred to the designee for review and consideration. The designee shall issue a written decision within thirty (30) days of the date of the application and may grant the reasonable accommodation request or deny the request. See Notice of Decision on Fair Housing Accommodation Request form (Exhibit C) for designee's use.

B. If necessary to reach a decision on the request for reasonable accommodation, the designee may request further information from the applicant consistent with the Act, specifying in detail what information is required. In the event that the designee requests further information pursuant

to the above paragraph, the running of any appeal period shall be tolled (stopped) until the applicant responds to the request.

C. Not more than thirty (30) days after receiving a written request for reasonable accommodation, the designee shall issue a written decision on the request; provided that, in the event that the designee requests further information pursuant to the above paragraph, the running of this period shall be tolled (stopped) until the applicant responds to the request.

Section 7. Factors for Considering Requests for Reasonable Accommodation

The designee shall consider the following criteria when deciding whether a requested accommodation is reasonable:

1. Is the housing, which is the subject of the request for reasonable accommodation, to be used by an indi-vidual protected under the Act?

2. Is the request for accommodation necessary to make specific housing available to an individual protected under the Act?

3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction?

4. Whether the requested accommodation would require a fundamental alteration in the nature of a program?

Section 8. Written Decision on the Request for Reasonable Accommodation

A. The Notice of Determination may: (1) grant the accommodation request; (2) grant the accommodation request subject to specified nondiscriminatory conditions of approval; or (3) deny the request.

B. All written determinations shall give notice of the right to appeal, if any, as specified in this Ordinance. The designee's written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the designee's findings on the criteria set forth above.

C. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process as set forth

below. The designee's Notice of Decision shall be sent to the applicant by certified mail and first class mail.

D. If the designee fails to render a written decision on the request for reasonable accommodation within the time period allotted in this Ordinance, the request shall be deemed granted.

Section 9. Appeals

A. Within thirty (30) days of the date of the designee's written decision, the applicant may appeal an adverse decision by filing the Appeal of Denial of Fair Housing Accommodation Request form (Exhibit D). The appeal shall be a de novo appeal and shall be referred to the Haverford Township Human Relations Commission for hearing and decision. For purposes of rendering a decision, the Township Manager, the Township Zoning Hearing Board and the Township Planning Commission shall each designate a representative to assist the Human Relations Commission in ruling upon the appeal.

B. An applicant may request reasonable accommodation in the procedure by which an appeal will be conducted. If an applicant needs assistance in filing an appeal, the Township Manager and/or his or her designee shall provide the assistance that is necessary to ensure that the appeal process is accessible to the applicant.

C. All appeals shall contain a statement of the grounds for the appeal.

D. Nothing in these Regulations shall preclude an aggrieved individual from seeking any other state or federal remedy available.

Section 10. Judicial Review

A. Any party aggrieved by any order of the Human Relations Commission may file an appeal to the Court of Common Pleas of Delaware County within (30) days after the mailing of notice of such order by the Commission to the aggrieved party or the party's attorney.

B. If no appeal is taken within thirty (30) days, the order of the Commission shall be final and conclusive and shall not be subject to review by any court in any action, including any proceedings to obtain enforcement.

Adopted this day of November, 2020.

TOWNSHIP OF HAVERFORD

By: William F. Wechsler
President

Attested by: David R. Burman, Township Manager

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 13, 2020 AT 7:00 PM

1. Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal and personnel matter.

a. Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esq., Township Solicitor, Aimee Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer, Chuck Faulkner, Township Engineer and Janet Boccella, Civil Service Commission.

b. Pledge of Allegiance

2. Police Department – Entry Level Police Officers

Mrs. Boccella, Civil Service Commission Administrator was present and stated that the Board will be appointing two Entry Level Police Officers from the December 9th approved list.

The following three names were announced: Joseph Adamski, Michael Guidera and Randall Kennedy.

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to appoint Joseph Adamski as a Haverford Township Police Department Entry Level Officer.

Roll Called.

All 9 Commissioners voted for Joseph Adamski: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Mrs. Boccella announced the next three candidates: Michael Guidera, Randall Kennedy and Sean McLaughlin

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to appoint Michael Guidera as a Haverford Township Police Department Entry Level Officer.

Roll Called.

All 9 Commissioners voted for Michael Guidera: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

3. Township Auditor Update

Mr. Anderson reviewed the warrants and expenditures. He found no irregularities.

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Registered Speaker

John Williams – 730 Panmure Road – Haverford College/Taxes (see attached)

No one else was registered to speak nor anyone from ZOOM.

Mrs. Cuthbertson stated that the college is responsible for Sewer. They have paid over $127,000. Trash is only collected in selected locations. They paid over $6,000. Residential tax, $11,000.

The PILOT is not new. They provided an EMS station to us.

5. David R. Burman - Township Manager Update

Mr. Burman announced that the Ballot Box was installed at the township building. The County needs to install their camera; which has not been in place just yet. Residents also have the option to mail it in or drop it off at County locations.

The leaf season schedule is on the website. The first collection will be the first week of November.

Halloween: Families need to follow the CDC Guidelines.

HavAGoodTimes: Mr. Barrett apologized that other first responders were not acknowledged on the cover; such as Police, Fire, Mail Carriers.

6. Approval of Minutes Regular Meeting Minutes of September 14, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to approve the Regular Meeting Minutes of September 14, 2020

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #10-2020 totaling $4,605,140.55

General & Sewer fund Payroll for September 17, 2020 in the amount of $633,581.40
General & Sewer fund Payroll for October 1, 2020 in the amount of $617,690.56
General Fund disbursements #10-2020 in the amount of $2,897,075.83
Sewer Fund disbursements #10-2020 in the amount of $156,068.56
Community Development Block Grant Fund disbursement #10-2020 in the amount of $155,940.67
Capital Projects Fund disbursement #10-2020 in the amount of $133,761.08
Credit Card Statement ending September 27, 2020 in the amount of $11,022.45

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

***8. Motion made by Commissioner Holmes to move Item #14. Skatium – Plaza Beautification ONLY to this location on the Agenda which was seconded by Commissioner D'Emilio.**

All Commissioners agreed.

Motion made by Commissioner Hart and seconded by Commissioner Oliva to award the Skatium Plaza Beautification contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid.

Discussion began with Spiezle (architect) and Commissioners.

Original bid was in 2018 which was over budget. The project was recently rebid and seven bids were received. The bids were pretty far apart.

Spiezle is to review the Breezecon's qualifications.

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to TABLE.

Roll Called.

All 9 Commissioners agreed to TABLE.

9. Finance: Contracts and Authorization:

a. Township Business Privilege, Mercantile and Local Service Taxes Agreement

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to approve additional 2-year contract with Tri-State Financial Group LLC, Bridgeport, PA for the

administration and collection of the Township Business Privilege, Mercantile and Local Service Taxes

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

b. <u>Legal Counsel Agreement</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to continue engagement with Jennifer W. Brown, Esquire of Flamm Walton Heimbach, Blue Bell, PA to serve as special counsel in regards to enforcement of Township regulations regarding Business Privilege, Mercantile and Local Service Taxes (any litigation to be handled by Township Solicitor)

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

c. <u>Withdraw Standing as an Appellant</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva TO WITHDRAW OUR STANDING AS AN APPELLANT IN REGARDS TO APPEALS FILED AS PART OF COUNTY-WIDE REASSESSMENT PURSUANT TO RESOLUTION 2187-2020.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Holmes and Wechsler.

Commissioner Hart voted No.

10. <u>Ordinance No. P19-2020</u> **Amendment to Cell Tower Lease/ Unisite/Omnipoint PA Tower Venture, LLC – 1 Hilltop Road (2nd Reading)**

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt the second reading of Ordinance No. P19-2020 by adopting 2nd Amendment to lease agreement with Unisite/Omnipoint PA Tower Venture LLC pertaining to ground lease for cell tower located at 1 Hilltop Rd, Haverford Township, PA.

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

11. Ordinance No. P20-2020 Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Lewis to adopt the second reading of Ordinance No. P20-2020 rescinding/establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof

Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

12. Ordinance No. P21-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P21-2020 authorizing/rescinding traffic restrictions on the following highway:

RESCIND: Special Purpose Parking Zones

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

13. Ordinance No. P23-2020 Fair Housing Accommodations (1st Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to adopt the first reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Discussion began.

If anyone thinks they have been discriminated against, they are to:

Contact the Township Manager or designee first. If they are not satisfied with the response, they are to contact the Human Relations Commission together with a member from the Planning Commission and Zoning Hearing Board. If still not satisfied, appeal to the Court of Common Pleas.

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

Commissioner D'Emilio abstained.

14. <u>Resolution No. 2190-2020</u> Multimodal Application – Pedestrian Improvements Intersection at Haverford & Ardmore Avenue

Motion made by Commissioner Lewis and seconded by Commissioner McCloskey to adopt Resolution No. 2190-2020 that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $845,000 from the Pennsylvania Department of Transportation to be used for upgrades at the intersection of Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety and

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

15. <u>Contract Awards</u>

<u>Public Works</u> – <u>Emergency Sanitary Sewer Repairs</u>

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award a two-year Emergency Sanitary Sewer Repairs contract to N. Abbonizio Contractors, Inc., Conshohocken, PA, in the amount of $351,130.00, submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

16. Continuation of Citizen's Forum for Non-Agenda Items

No one spoke.

17. New business

Commissioner Hart stated that the Shade Tree Commission would like to change their term from 5 years to 3.

Commissioner Holmes spoke on the Solar Project and it needs to go before the Property Review Committee. Financing options will be further discussed at the Preliminary Budget Meeting.

Commissioner Wechsler announced:

NO WORK SESSION IN NOVEMBER

NEXT REGULAR MEETING: MONDAY, NOVEMBER 9TH

PRELIMINARY BUDGET MEETING: MONDAY, NOVEMBER 16TH

DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION –

FRIDAY, NOVEMBER 13TH.

18. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio stated Precincts 1, 3 and 4 will be voting at the Manoa School.

He was happy to announce that there are over 200 Veteran Banners hanging throughout the township.

Commissioner D'Emilio reminded everyone to please vote in which way you choose – in person, mail in or absentee.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva announced that Precincts 1 and 4 will be voting at the Manoa School.

Those that vote at the Falcon Center will vote at the Sacred Heart School.

Those that vote at the Sacred Heart School will remain the same.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey announced that Precinct 1 will vote at the Middle School. Precinct 2 will vote at the Grasslyn VFW Post, Precincts 3 and 4, the Old Haverford Friends Meeting House.

He reminded everyone also to be vigilant in wearing masks, washing hands and social distancing.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel announced that all precincts remain the same. St. George's Church was moved to the CREC.

Please keep in mind that there are other offices on the ballot; Congress and State Senate.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis announced that there is a delay in the Ardmore Avenue Bridge opening due to a railing issue. We are now looking at late Fall.

Commissioner Lewis has PaDot Meeting on Friday at 2:00. The meeting will be at the SEPTA stop. Chief Viola was invited.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that Precinct 1 will return to Normandy to vote and Precinct 3 will vote at Chestnutwold School.

It is crucial to vote this year.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn welcomed the two new officers.

He stated that he recently lost two friends through their battle with addiction.

Precinct 1 will vote at the Township Building.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart announced that Precincts 1 and 4 will vote at Trinity Christian Church, Precinct 2 will vote at St. James Church and Precinct 3 will vote at Chatham Park School.

The asbestos removal will begin October 27th and will take approximately two to three weeks.

Commissioner Hart announced that COVID is surging again here. This illness is real.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler indicated that there is no change in voting locations.

Commissioner Wechsler that October is Fire Prevention Month.

19. Adjourned.

EXECUTIVE SESSION – 6:00 P.M. – F.O.P. CONTRACT AND OTHER ITEMS

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Monday, November 9, 2020 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Proclamation: Howard Fener – "100-Year Birthday" Milestone**

   Small Business Saturday

3. **Police Department – Entry Level Police Officer**

Motion: to appoint _____ as a Haverford Township Police Department Entry Level Police Officer.

Voting order 1 2 3 4 5 7 8 6 9

4. **Commissioner Committee Update**

5. **Police Department - Crime Update**

6. **Township Auditor Update**

7. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

8. **David R. Burman - Township Manager Update**

9. <u>Approval of Minutes</u> Regular Meeting Minutes of October 13, 2020

Motion: to approve the Regular Meeting Minutes of October 13, 2020.

Voting order 1 2 3 4 5 7 8 6 9

10. <u>Approval of Warrants</u>

Motion: to approve the following warrant #11-2020 totaling $2,802,016.34

General & Sewer fund Payroll for October 15, 2020 in the amount of $629,385.96
General & Sewer fund Payroll for October 29, 2020 in the amount of $618,052.84
General Fund disbursements #11-2020 in the amount of $754,288.34
Sewer Fund disbursements #11-2020 in the amount of $602,755.15
Community Development Block Grant Fund disbursement #11-2020 in the amount of $67,648.58
Capital Projects Fund disbursement #11-2020 in the amount of $115,011.30
ACH – PA Office of Unemployment Benefits in the amount of $465.30
Credit Card Statement ending in the amount of $14,408.87

Voting order 1 2 3 4 5 7 8 6 9

11. <u>Police Department</u>

Motion: to approve the Memorandum of Understanding between Haverford Township and FOP Lodge 27 for contract terms effective January 1, 2021 through December 31, 2023.

Voting order 1 2 3 4 5 7 8 6 9

Motion: to accept the resignation of Officer Gilman and approve the separation agreement between Officer Gilman and the Township.

Voting order 1 2 3 4 5 7 8 6 9

12. <u>Ordinance No. P21-2020</u> Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P21-2020 2020 authorizing/rescinding traffic restrictions on the following highway:

<u>RESCIND</u>: Special Purpose Parking Zones

Steel Road in front of 408 Steel Road

Leedom Road in front of 1300 Leedom Road

Tenby Road **at 10 Tenby Road**

Oakford Road **in front of 2940 Oakford Road**

Voting order **1** **2** **3** **4** **5** **7** **8** **6** **9**

13. <u>Ordinance No. P23-2020</u> Fair Housing Accommodations (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Voting order **1** **2** **3** **4** **5** **7** **8** **6** **9**

14. <u>Ordinance No. P24-2020</u> Change in Shade Tree Commission Term (1st Reading)

Motion: to adopt the first reading of Ordinance No. P24-2020 authorizing a term change from five-years to a three-years.

Voting order **1** **2** **3** **4** **5** **7** **8** **6** **9**

15. <u>Ordinance No. P25-2020</u> Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P25-2020 amending traffic restrictions on the following highway:

<u>Parking of All Vehicles Prohibited at All Times</u>

Amend to read: Pinzon Avenue East From West Chester Pike to Columbus Ave.

<u>Special Purpose Parking Zone</u>

In front of 2228 Bryn Mawr Avenue

Voting order **1** **2** **3** **4** **5** **7** **8** **6** **9**

16. <u>Resolution No. 2191-2020</u> Multimodal – Reconfiguration of Burmont and Glendale Roads

Motion: to adopt Resolution No. 2191-2020 requesting a Multimodal Transportation Fund Grant in the amount of $1,000,000 from the Pennsylvania Department of Transportation to be used for the reconfiguration of the intersection located at Burmont Road and Glendale Road to improve the safety of the intersection and facilitate access to the Darby Creek Trail and hereby

designates David R. Burman, Township Manager/Secretary to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation.

Voting order 1 2 3 4 5 7 8 6 9

17. Resolution No. 2192-2020 Traffic Signal Application – Lansdowne Ave, Darby Road, West Chester Pike and Township Line Intersection

Motion: to adopt Resolution No. 2192-2020 authorizing David R. Burman to execute all Documents pertaining to the PaDot Traffic Signal Application for the intersections at Lansdowne Avenue, Darby Road, West Chester Pike and Township Line.

Voting order 1 2 3 4 5 7 8 6 9

18. Resolution No. 2193-2020 DVRPC Construction Grant

Motion: to adopt Resolution No. 2193-2020 authorizing that Haverford Township hereby requests a construction grant in the amount of $300,000 from Delaware Valley Regional Planning Commission (DVRPC) to be used for construction of southern end of Darby Creek Trail and Be it further resolved, that the Board of Commissioners does hereby designate Brian Barrett (Director of the Parks and Recreation Department) as the official to execute all documents and agreements between the Township and the Delaware Valley Regional Planning Commission to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 7 8 6 9

19. Resolution No. 2194-2020 National Standardized Police Training

Motion: to adopt Resolution No. 2194-2020 that the Board of Commissioners desire to state their support for the enactment of National Standardized Police Training and requests the United States Congress to review the current law and pass a bill that provides for standardized training for police.

Voting order 1 2 3 4 5 7 8 6 9

20. Resolution No. 2195-2020 Code of Ethics

Motion: to adopt Resolution No. 2195-2020 establishing ETHICS STANDARDS AND FINANCIAL DISCLOSURE.

Voting order 1 2 3 4 5 7 8 6 9

21. Contract Awards

Skatium Outdoor Improvements

Motion: to award the Skatium Outdoor Improvements contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid OR Reject ALL BIDS.

Voting order 1 2 3 4 5 7 8 6 9

Parks and Recreation Department

Motion: to authorize the Parks and Recreation Department to purchase 20 benches for various parks throughout the township. Benches will be installed at Veterans Parks, Llanerch Park, Richland Farms, Merwood Park, Westgate Park, Grange Park, Bailey Park and assorted others from Recreation Resource, USA, Kennett Square, under Co-Stars Contract 14-74, in the amount of $15,294.00.

Voting order 1 2 3 4 5 7 8 6 9

The Grange Estate

Motion: to award the heater replacement contract at the Grange Estate, the Mansion House, to Hirschberg Mechanical, Willow Grove, PA, in the amount of $30,325.00 (base bid and No. 1); submitting the lowest responsible bid.

Voting order 1 2 3 4 5 7 8 6 9

22. Agreement

Public Works Department

Motion: to approve Independent Contractor Agreement with PAR – Recycleworks, Philadelphia, PA for services related to seasonal leaf collection.

Voting order 1 2 3 4 5 7 8 6 9

23. Continuation of Citizen's Forum for Non-Agenda Items

24. New business

25. Other business

26. Announcements:

BOARDS AND COMMISSIONS - RESUMES – DEADLINE – FRIDAY, NOVEMBER 13TH

2021 PRELIMINARY BUDGET MEETING – NOVEMBER 16, 2020, 7:00 p.m.

27. Adjourn

Proclamation

WHEREAS, **the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, takes great pleasure in recognizing significant milestones in the lives of individuals residing in the community; and**

WHEREAS, Howard Fener was born October 14, 1920 in Philadelphia, Pennsylvania – Howard has reached his "100 Year Birthday" milestone; and

WHEREAS, **He and his wife, Marjorie were married for 71 years. They moved to Haverford in 2003. He is the proud father of 4 children, 6 grandchildren, 2 great-grandchildren and a "good friend" to many neighbors at the Quadrangle CCRC; and**

WHEREAS, Howard served in the Office of Strategic Services (OSS) which was a precursor to the CIA, during World War II, primarily stationed in China. He earned an electrical engineering degree from The Cooper Union in New York City and worked into his late seventies; and

WHEREAS, Howard is a patent holder who enjoys analyzing, redesigning and improving electronics, reading and being a philosopher.

NOW, THEREFORE, BE IT PROCLAIMED, **that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offer our deepest congratulations to HOWARD FENER and wish him continued health and happiness.**

PROCLAIMED this 14th day of October, 2020.

TOWNSHIP OF Haverford

By: William F. Wechsler, President
Board of Commissioners

By: Daniel J. Siegel, Esquire
4th Ward Commissioner

Attested by: David R. Burman, Township Manager

PROCLAMATION

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7% of all firms with paid employees in the United States, are responsible for 64.9% of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their "regulars" return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

Whereas, 96% of consumers who shopped on Small Business Saturday®, the Saturday after Thanksgiving, agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

Whereas, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

Whereas, **Haverford Township and our partner Haverford Partnership for Economic Development** support our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, HPED is organizing special promotions, activities, and the sale of the new Discover Haverford Keep it Local Gift Cards on the Saturday after Thanksgiving and Haverford Township will be offering free parking throughout the day; and

Now, Therefore, the Board of Commissioners of the Township of Haverford do hereby proclaim, November 28, 2020, as:

H-Town Holidays Shop Local Day

And urge the residents of our community, and communities across the country, to support small businesses and merchants that day and throughout the year.

Proclaimed this 9th day of November, 2020.

Township of Haverford

William F. Wechsler
President
Board of Commissioners

Attested by: David R. Burman
Township Manager

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 13, 2020 AT 7:00 PM

1. Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal and personnel matter.

a. Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esq., Township Solicitor, Aimee Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer, Chuck Faulkner, Township Engineer and Janet Boccella, Civil Service Commission.

b. Pledge of Allegiance

2. Police Department – Entry Level Police Officers

Mrs. Boccella, Civil Service Commission Administrator was present and stated that the Board will be appointing two Entry Level Police Officers from the December 9th approved list.

The following three names were announced: Joseph Adamski, Michael Guidera and Randall Kennedy.

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to appoint Joseph Adamski as a Haverford Township Police Department Entry Level Officer.

Roll Called.

All 9 Commissioners voted for Joseph Adamski: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Mrs. Boccella announced the next three candidates: Michael Guidera, Randall Kennedy and Sean McLaughlin

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to appoint Michael Guidera as a Haverford Township Police Department Entry Level Officer.

Roll Called.

All 9 Commissioners voted for Michael Guidera: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

3. Township Auditor Update

Mr. Anderson reviewed the warrants and expenditures. He found no irregularities.

4. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Registered Speaker

John Williams – 730 Panmure Road – Haverford College/Taxes (see attached)

No one else was registered to speak nor anyone from ZOOM.

Mrs. Cuthbertson stated that the college is responsible for Sewer. They have paid over $127,000. Trash is only collected in selected locations. They paid over $6,000. Residential tax, $11,000.

The PILOT is not new. They provided an EMS station to us.

5. David R. Burman - Township Manager Update

Mr. Burman announced that the Ballot Box was installed at the township building. The County needs to install their camera; which has not been in place just yet. Residents also have the option to mail it in or drop it off at County locations.

The leaf season schedule is on the website. The first collection will be the first week of November.

Halloween: Families need to follow the CDC Guidelines.

HavAGoodTimes: Mr. Barrett apologized that other first responders were not acknowledged on the cover; such as Police, Fire, Mail Carriers.

6. Approval of Minutes Regular Meeting Minutes of September 14, 2020

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to approve the Regular Meeting Minutes of September 14, 2020

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #10-2020 totaling $4,605,140.55

General & Sewer fund Payroll for September 17, 2020 in the amount of $633,581.40
General & Sewer fund Payroll for October 1, 2020 in the amount of $617,690.56
General Fund disbursements #10-2020 in the amount of $2,897,075.83
Sewer Fund disbursements #10-2020 in the amount of $156,068.56
Community Development Block Grant Fund disbursement #10-2020 in the amount of $155,940.67
Capital Projects Fund disbursement #10-2020 in the amount of $133,761.08
Credit Card Statement ending September 27, 2020 in the amount of $11,022.45

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

***8. Motion made by Commissioner Holmes to move Item #14. Skatium – Plaza Beautification ONLY to this location on the Agenda which was seconded by Commissioner D'Emilio.**

All Commissioners agreed.

Motion made by Commissioner Hart and seconded by Commissioner Oliva to award the Skatium Plaza Beautification contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid.

Discussion began with Spiezle (architect) and Commissioners.

Original bid was in 2018 which was over budget. The project was recently rebid and seven bids were received. The bids were pretty far apart.

Spiezle is to review the Breezecon's qualifications.

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to TABLE.

Roll Called.

All 9 Commissioners agreed to TABLE.

9. Finance: Contracts and Authorization:

a. Township Business Privilege, Mercantile and Local Service Taxes Agreement

Motion made by Commissioner Holmes and seconded by Commissioner Lewis to approve additional 2-year contract with Tri-State Financial Group LLC, Bridgeport, PA for the

administration and collection of the Township Business Privilege, Mercantile and Local Service Taxes

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

b. <u>Legal Counsel Agreement</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to continue engagement with Jennifer W. Brown, Esquire of Flamm Walton Heimbach, Blue Bell, PA to serve as special counsel in regards to enforcement of Township regulations regarding Business Privilege, Mercantile and Local Service Taxes (any litigation to be handled by Township Solicitor)

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

c. <u>Withdraw Standing as an Appellant</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva TO WITHDRAW OUR STANDING AS AN APPELLANT IN REGARDS TO APPEALS FILED AS PART OF COUNTY-WIDE REASSESSMENT PURSUANT TO RESOLUTION 2187-2020.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Holmes and Wechsler.

Commissioner Hart voted No.

10. <u>Ordinance No. P19-2020</u> **Amendment to Cell Tower Lease/ Unisite/Omnipoint PA Tower Venture, LLC – 1 Hilltop Road (2nd Reading)**

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt the second reading of Ordinance No. P19-2020 by adopting 2nd Amendment to lease agreement with Unisite/Omnipoint PA Tower Venture LLC pertaining to ground lease for cell tower located at 1 Hilltop Rd, Haverford Township, PA.

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

11. Ordinance No. P20-2020 Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Lewis to adopt the second reading of Ordinance No. P20-2020 rescinding/establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Rescind: Cherry Lane South from Wynnefield Drive to a point 100 feet west thereof

Cherry Lane South from St. Denis Lane to Poplar Road

Establish: Cherry Lane South from St. Denis Lane to Wynnefield Drive

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

12. Ordinance No. P21-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P21-2020 authorizing/rescinding traffic restrictions on the following highway:

RESCIND: Special Purpose Parking Zones

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

13. Ordinance No. P23-2020 Fair Housing Accommodations (1st Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to adopt the first reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Discussion began.

If anyone thinks they have been discriminated against, they are to:

Contact the Township Manager or designee first. If they are not satisfied with the response, they are to contact the Human Relations Commission together with a member from the Planning Commission and Zoning Hearing Board. If still not satisfied, appeal to the Court of Common Pleas.

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

Commissioner D'Emilio abstained.

14. <u>Resolution No. 2190-2020</u> Multimodal Application – Pedestrian Improvements Intersection at Haverford & Ardmore Avenue

Motion made by Commissioner Lewis and seconded by Commissioner McCloskey to adopt Resolution No. 2190-2020 that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $845,000 from the Pennsylvania Department of Transportation to be used for upgrades at the intersection of Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety and

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

15. <u>Contract Awards</u>

<u>Public Works</u> – <u>Emergency Sanitary Sewer Repairs</u>

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award a two-year Emergency Sanitary Sewer Repairs contract to N. Abbonizio Contractors, Inc., Conshohocken, PA, in the amount of $351,130.00, submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler

16. Continuation of Citizen's Forum for Non-Agenda Items

No one spoke.

17. New business

Commissioner Hart stated that the Shade Tree Commission would like to change their term from 5 years to 3.

Commissioner Holmes spoke on the Solar Project and it needs to go before the Property Review Committee. Financing options will be further discussed at the Preliminary Budget Meeting.

Commissioner Wechsler announced:

NO WORK SESSION IN NOVEMBER

NEXT REGULAR MEETING: MONDAY, NOVEMBER 9TH

PRELIMINARY BUDGET MEETING: MONDAY, NOVEMBER 16TH

DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION –

FRIDAY, NOVEMBER 13TH.

18. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio stated Precincts 1, 3 and 4 will be voting at the Manoa School.

He was happy to announce that there are over 200 Veteran Banners hanging throughout the township.

Commissioner D'Emilio reminded everyone to please vote in which way you choose – in person, mail in or absentee.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva announced that Precincts 1 and 4 will be voting at the Manoa School.

Those that vote at the Falcon Center will vote at the Sacred Heart School.

Those that vote at the Sacred Heart School will remain the same.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey announced that Precinct 1 will vote at the Middle School. Precinct 2 will vote at the Grasslyn VFW Post, Precincts 3 and 4, the Old Haverford Friends Meeting House.

He reminded everyone also to be vigilant in wearing masks, washing hands and social distancing.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel announced that all precincts remain the same. St. George's Church was moved to the CREC.

Please keep in mind that there are other offices on the ballot; Congress and State Senate.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis announced that there is a delay in the Ardmore Avenue Bridge opening due to a railing issue. We are now looking at late Fall.

Commissioner Lewis has PaDot Meeting on Friday at 2:00. The meeting will be at the SEPTA stop. Chief Viola was invited.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that Precinct 1 will return to Normandy to vote and Precinct 3 will vote at Chestnutwold School.

It is crucial to vote this year.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn welcomed the two new officers.

He stated that he recently lost two friends through their battle with addiction.

Precinct 1 will vote at the Township Building.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart announced that Precincts 1 and 4 will vote at Trinity Christian Church, Precinct 2 will vote at St. James Church and Precinct 3 will vote at Chatham Park School.

The asbestos removal will begin October 27th and will take approximately two to three weeks.

Commissioner Hart announced that COVID is surging again here. This illness is real.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler indicated that there is no change in voting locations.

Commissioner Wechsler that October is Fire Prevention Month.

19. Adjourned.

ORDINANCE NO. 2910-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95, Schedule XX: Special Purpose Parking Zones

RESCIND:

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

SECTION 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 9th day of November, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE FOR PROVIDING REASONABLE ACCOMMODATION UNDER THE FAIR HOUSING AMENDMENTS ACT

ORDINANCE NO. P23-2020

AN ORDINANCE To Amend The General Laws of the Township Of Haverford, adding Chapter _____, To Provide Policy and Procedures For Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

The Board of Commissioners of the Township of Haverford hereby ordains:

Section 1. The General Laws of the Township of Haverford shall be amended by the addition of a new Chapter _____, "Reasonable Accommodation Policy and Procedure Regulations," to provide as follows:

Section 2. Purpose

A. Title and Intent. The provisions of this chapter shall be known as the Reasonable Accommodations Policy and Procedure regulations. The intent of the Reasonable Accommodations Policy and Procedure regulations is to provide flexibility in the application of the Zoning, Building/Construction and Planning Codes for individuals with a disability, when flexibility is necessary to eliminate barriers to housing opportunities. This Chapter will facilitate compliance with federal and state fair housing laws and promote housing opportunities for residents of Haverford Township.

B. Purpose. The purpose of this Chapter is to establish a procedure for persons with disabilities seeking fair access to housing to make requests for reasonable accommodation in the application of Haverford Township's zoning laws, rules, policies, practices and procedures pursuant to Section 3604(f)(3)(b) of Title 42 of the United States Code (the "Fair Housing Act") and other laws, which prohibit local government from refusing to make reasonable accommodations in policies and practices when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

C. Applicability. A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. It is the policy of Haverford Township, pursuant to the Fair Housing Amendments Act of 1988, to provide people with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The purpose of these provisions is to provide a process for making requests for reasonable accommodation to land use and zoning decisions and procedures regulating the siting, funding, development and use of housing for people with disabilities. In these regulations, "use of housing" includes, but is not limited to, housing related services and the use and enjoyment of the property.

Section 3. Definitions

"Acts" means the "Fair Housing Act" (Section 3601 et seq. of Title 42 of the United States Code), and any amendments thereto.

"Code" means the Haverford Township municipal zoning, building/construction or planning code or ordinance which sets forth the Township's land use, building/construction and zoning regulations. "Designee" or "Appeals Designee" means the person(s), Board commission or other group of persons designated to make determinations on fair housing accommodation requests pursuant to this Ordinance.

"Disability" means a mental or physical impairment(s) that substantially limit one or more major life activities.

E. "Disabled Person" means any person who has a physical or mental impairment that substantially limits one or more major life activities; anyone who is regarded as having such impairment; or anyone who has a record of such impairment. This Ordinance does not protect an individual's current unlawful use of or addiction to controlled substances or other drugs, unless that individual has a separate disability.

Section 4. Notice of Availability; Application Requirements.

A. Notice of Haverford Township's Reasonable Accommodations Policy and Procedure (Exhibit A) shall be displayed at public information counters in the Building and Codes Office and the Community Development Office of the Township.

B. Any person (or his or her representative) who requires reasonable accommodation because of a disability shall make such a request to the Township on a form provided by the Township Manager, or his or her designee. A fee will be charged to review the application, as shown in the Master Fee Schedule.

C. Review with other land use or design review applications. If the project for which the request is being made also requires other discretionary approval (including, but not limited to, design review, conditional use permit, variance or sub-division), then the applicant shall file the request for reasonable accommodation together with the application for discretionary approval. All related applications for discretionary approval shall be considered concurrently with the request for reasonable accommodation.

Section 5. Requesting Reasonable Accommodation

A. In order to make specific housing available to an individual with a disability, any person may request a reasonable accommodation in the rules, policies, practices and procedures regulating the siting, funding, development or use of housing by completing the "Fair Housing Accommodation Request" form (Exhibit B) and filing it with the Township Manager or his or her designee.

B. If an individual needs assistance in making the request for reasonable accommodation, the Township Manager, or his or her designee, shall provide the assistance necessary to ensure that the process is accessible to the applicant.

C. A request for reasonable accommodation in rules, policies, practices and/or procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing; at the outset or during the approval process.

D. The applicant shall provide the following information on the reasonable accommodation application form:

1. Applicant's name, address and telephone number and Property owner's name and address if not the same.

2. Address and Folio number of the property for which the request is being made.

3. Current use or activity on the property.

4. Photographs and/or drawings of the property and structure (*i.e.*, floor plan and site plan), and proposed alterations to the property.

5. Description of the requested accommodation, and the zoning code provision, regulation, policy or procedure for which accommodation is being requested.

6. Basis for the claim that the individual has a disability under the Acts.

7. Reason that the requested accommodation is necessary for the individual with the disability to use and enjoy the dwelling. The accommodation is for the tenant/resident of the property.

8. Potential impact of accommodation to surrounding land uses and neighbors.

Section 6. Review of Requests for Reasonable Accommodation

A. When a request for reasonable accommodation is filed, it shall be referred to the designee for review and consideration. The designee shall issue a written decision within thirty (30) days of the date of the application and may grant the reasonable accommodation request or deny the request. See Notice of Decision on Fair Housing Accommodation Request form (Exhibit C) for designee's use.

B. If necessary to reach a decision on the request for reasonable accommodation, the designee may request further information from the applicant consistent with the Act, specifying in detail what information is required. In the event that the designee requests further information pursuant

to the above paragraph, the running of any appeal period shall be tolled (stopped) until the applicant responds to the request.

C. Not more than thirty (30) days after receiving a written request for reasonable accommodation, the designee shall issue a written decision on the request; provided that, in the event that the designee requests further information pursuant to the above paragraph, the running of this period shall be tolled (stopped) until the applicant responds to the request.

Section 7. Factors for Considering Requests for Reasonable Accommodation

The designee shall consider the following criteria when deciding whether a requested accommodation is reasonable:

1. Is the housing, which is the subject of the request for reasonable accommodation, to be used by an indi-vidual protected under the Act?

2. Is the request for accommodation necessary to make specific housing available to an individual protected under the Act?

3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction?

4. Whether the requested accommodation would require a fundamental alteration in the nature of a program?

Section 8. Written Decision on the Request for Reasonable Accommodation

A. The Notice of Determination may: (1) grant the accommodation request; (2) grant the accommodation request subject to specified nondiscriminatory conditions of approval; or (3) deny the request.

B. All written determinations shall give notice of the right to appeal, if any, as specified in this Ordinance. The designee's written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the designee's findings on the criteria set forth above.

C. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process as set forth

below. The designee's Notice of Decision shall be sent to the applicant by certified mail and first class mail.

D. If the designee fails to render a written decision on the request for reasonable accommodation within the time period allotted in this Ordinance, the request shall be deemed granted.

Section 9. Appeals

A. Within thirty (30) days of the date of the designee's written decision, the applicant may appeal an adverse decision by filing the Appeal of Denial of Fair Housing Accommodation Request form (Exhibit D). The appeal shall be a de novo appeal and shall be referred to the Haverford Township Human Relations Commission for hearing and decision. For purposes of rendering a decision, the Township Manager, the Township Zoning Hearing Board and the Township Planning Commission shall each designate a representative to assist the Human Relations Commission in ruling upon the appeal.

B. An applicant may request reasonable accommodation in the procedure by which an appeal will be conducted. If an applicant needs assistance in filing an appeal, the Township Manager and/or his or her designee shall provide the assistance that is necessary to ensure that the appeal process is accessible to the applicant.

C. All appeals shall contain a statement of the grounds for the appeal.

D. Nothing in these Regulations shall preclude an aggrieved individual from seeking any other state or federal remedy available.

Section 10. Judicial Review

A. Any party aggrieved by any order of the Human Relations Commission may file an appeal to the Court of Common Pleas of Delaware County within (30) days after the mailing of notice of such order by the Commission to the aggrieved party or the party's attorney.

B. If no appeal is taken within thirty (30) days, the order of the Commission shall be final and conclusive and shall not be subject to review by any court in any action, including any proceedings to obtain enforcement.

Adopted this 9th day of November, 2020.

TOWNSHIP OF HAVERFORD

By: William F. Wechsler
President

Attested by: David R. Burman, Township Manager

ORDINANCE NO. P24-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD," REGARDING THE MEMBERSHIP OF ADVISORY BOARD AND COMMISSIONS AND ADMINISTRATIVE BOARDS AND COMMISSIONS

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same that the General Laws of the Township of Haverford (the "General Laws"), that the following Sections of Chapter 4 are amended and the following inserted in lieu thereof:

ARTICLE XIX: Shade Tree Commission

§ 4-517Membership; terms; vacancy; equal representation.

B. The members of the Shade Tree Commission shall serve for a term of ~~five~~ three years. However, the terms of not more than four members shall expire each year. The current members of the Shade Tree Commission shall continue in office until the end of the terms for which they were appointed. At the expiration of the terms of the current members, their succeeding appointees shall be appointed for terms complying with the foregoing provisions pertaining to the membership of the Shade Tree Commission.

SEVERABILITY CLAUSE

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

EFFECTIVE DATE

This Ordinance shall be effective 10 days following adoption.

REPEALER

Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: WILLIAM F. WECHSLER
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P25-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. That Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at all Times

Amend to read:

Pinzon Avenue	**East**	**From West Chester Pike to Columbus Avenue**

SECTION 2. That Section 175-95, Schedule XX: Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of , 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

RESOLUTION NO. 2191-2020
Township of Haverford

PENNDOT Multimodal Transportation Fund (MTF) Program
Burmont Road and Glendale Road Intersection Reconfiguration

BE IT RESOLVED, that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $1,000,000 from the Pennsylvania Department of Transportation to be used for the reconfiguration of the intersection located at Burmont Road and Glendale Road to improve the safety of the intersection and facilitate access to the Darby Creek Trail.

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

RESOLVED this 9th day of November, A.D., 2020

TOWNSHIP OF HAVERFORD

BY: _____
William F. Wechsler, President
Board of Commissioners

I, _____, duly qualified Secretary of Haverford Township, Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a resolution duly adopted by a majority vote of the Haverford Township Board of Commissioners at the regular meeting held November 9th, 2020 and said Resolution has been recorded in the minutes of Haverford Township and remains in effect as of this date.

Resolution No. 2193-2020

Township of Haverford

Connecting the Darby Creek Valley Park Greenway

Now, therefore, be it resolved, that Haverford Township hereby requests a construction grant in the amount of $300,000 from Delaware Valley Regional Planning Commission (DVRPC) to be used for construction of southern end of Darby Creek Trail.

Be it further resolved, that the Board of Commissioners does hereby designate Brian Barrett (Director of the Parks and Recreation Department) as the official to execute all documents and agreements between the Township and the Delaware Valley Regional Planning Commission to facilitate and assist in obtaining the requested grant.

Resolved this 9th day of November, A.D. 2020

Township of Haverford

BY:_____

William E. Wechsler, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

HAVERFORD TOWNSHIP

RESOLUTION NO. 2194-2020

WHEREAS, the Township of Haverford Board of Commissioners desire to state their support for the enactment of national standardized police training; and

WHEREAS, there is no dispute that the Township has a legitimate and important interest in promoting comprehensive police training as well as public safety within its community; and

WHEREAS, Federal statutory reforms are urgently needed to ensure that police departments across the county are equipped with uniform education, training and expertise; and

WHEREAS, this should specifically include best practices related to training and education, officer safety and wellness, de-escalation practices, community policing and social media, policy and oversight, and building trust and legitimacy; and

WHEREAS, the enactment of federal standards for police training would help ensure that all police officers are receiving the same crucial knowledge, skills and practical training necessary to effectively fulfill their duties; and

WHEREAS, the Township deems it necessary to restore the principles of constitutional policing that simultaneously promoted effective crime reduction strategies while optimizing transparency and accountability; and

WHEREAS, the Township deems it appropriate to request that the United States Congress review the current law and pass a bill that provides for standardized training for police.

NOW, THEREFORE, BE IT RESOLVED BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS, that the Township requests the United States Congress to review the current law and pass a bill that provides for standardized training for police.

RESOLVED, this 9th day of November 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler, President
Board of Commissioners

Attest: David R. Burman
Township Manager

RESOLUTION NO. 2195-2020

CODE OF ETHICS

Section 1. Purpose.

A. A Code of Ethics is hereby established for all officials and employees of Haverford Township, whether elected or appointed, paid or unpaid, including all members of advisory and administrative boards.

B. The purpose of this Code is to establish certain ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Township, by directing disclosure by such officials and employees of financial or other interests in matters affecting the Township and by establishing certain responsibilities.

C. Nothing in this Code shall be deemed to amend, modify, alter, or supersede any statutory enactment regarding the privileges, duties or obligations of Township Commissioners or other officials or employees.

Section 2. Responsibilities of public office.

Public officials and employees hold office or are employed by the Township for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of Pennsylvania, and to carry out impartially the laws of the nation, state, and Township.

Section 3. Conduct of officials and employees.

Officials and employees shall act within the scope of their authority and within the law, and shall work in full cooperation with other public officials and employees unless prohibited from so doing by law.

Section 4. Special treatment prohibited.

A. No official or employee shall request or permit the use of Township-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or, by municipal policy, are provided for the use of such official or employee in the conduct of official business.

B. No official or employee shall grant any special consideration, treatment or advantage to any person beyond that which is available to every other person. No official or employee shall grant any special consideration, treatment or advantage for his personal benefit.

Section 5. Conflicts of interest.

A. No Commissioner or other official or employee shall engage in any business or

transaction or shall have any interest which would impair his independence of judgment or action in the performance of his official duties.

B. Specific conflicts of interest are enumerated below for the guidance of officials and employees.

(1) Disclosure of confidential information. No Commissioner or other official or employee shall, without proper authorization, disclose confidential information concerning the property, government or affairs of the Township which shall advance the financial or other interest of himself or others.

(2) Gifts and favors. No Commissioner or other official or employee shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the Township; nor shall any such official or employee accept any gift, favor or thing of value that may tend to influence him in the discharge of his duties or grant in the discharge of his duties any improper favor, service or thing of value. The receipt of casual business meals or refreshments shall not be held to be within the meaning of this provision.

(3) Representing private interests before Township agencies or courts. No Commissioner or other official or employee shall represent private interests in any action or proceeding against the interests of the Township or in any court litigation to which the Township is a party. A Commissioner may appear before the Township agencies on behalf of constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations, provided that a Commissioner may not appear before the Zoning Hearing Board or the Planning Commission until he has made a good faith effort to consult with the Township Solicitor. However, no Commissioner or other official or employee shall accept a retainer or compensation in respect to any matter pending before a Township agency.

(4) Contracts with the Township. Any Commissioner or other official or employee who has a financial interest in any business entity, transaction or contract with the Township or in the sale of real estate, materials, supplies or services to the Township shall make known to the Township Secretary such interest in any matter. This provision shall not be applicable to stocks, bonds, mutual funds or other holdings wherein the investment in relation to the entire entity is insignificant. He shall refrain from voting upon or otherwise participating in the transaction or the making of such contract or sale.

(5) Disclosure of interest in pending matters.

(a) A Commissioner who has any interest in any pending Township

motion, resolution or ordinance which would impair his independence of judgment or action in the performance of his official duties shall disclose such interest to the Township Secretary and shall abstain from the consideration of or voting upon such matter.

(b) Any employee who has a financial interest and who participates in discussion with or gives an official opinion to the Board of Commissioners shall disclose same.

(c) Any other official who has any interest in any pending matter before the board or commission served by such person which would impair his independence of judgment or action in the performance of his official duties shall disclose such interest and shall abstain from the consideration of or voting upon such matter.

Section 6. Political activity.

A. Appointed Township officials and employees shall not use their office or employment in political campaigns for Township candidates.

B. No official or employee, whether elected or appointed, shall promise an appointment to any municipal position as a reward for any political activity.

RESOLVED this 9th day of November, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager

HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: OCTOBER 2, 2020

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

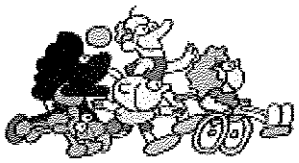
SUBJECT: BID RESULTS – SKATIUM PLAZA

Pursuant to the bid opening for the Skatium Plaza project held on Friday, October 2, 2020 at 2:00pm, seven (7) bids were received and opened by Spiezle Architectural Group who is serving as the construction manager for this project.

The bid results are attached with the lowest bid submitted by Breezecon, LLC of King of Prussia, PA in the amount of $260,815.00. Spiezle continues to review the bids for appropriate form and content and will be on hand via Zoom at our meeting on Tuesday, October 13, 2020 to briefly go over the design and recommendation for bid award.

PRICING ITEMS (7 records) **By Company** **Select Award Scenario** Clear Award Selected

NAME	TOTAL BASE PRICE
Breezecon	$260,815.00
L.J. Padella Construction, Inc.	$356,127.33
Ocean Construction	$360,145.70
Albert G. Cipolloni Jr & Sons, Inc.	$431,209.00
DONATO SPAVENTA & SONS, INC	$509,826.00
Land Tech Enterprises	$549,000.00
Premier Concrete, Inc.	$550,217.50



Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

November 9, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: ~~Invoice~~ PROPOSAL for Commissioners meeting agenda November 2020 – Recreation Resource

Attached is an invoice for the purchase of 20 benches for various parks throughout the township.

The Benches will be installed at Veterans Park, Llanerch Park, Richland Farms, Merwood Park, Westgate,Park, Grange Park, Bailey Park and assorted others.

This is on costars and the cost is $15,294.

Recreation resource USA
Made in America
503 N. Walnut Road Bldg 200
Kennett Square, PA 19348
610-444-4402 1-800-220-4402
FAX: 610-444-3359
E-mail: info@recreation-resource.com
Website: www.recreation-resource.com

Quote

DATE	Quote No.
10/29/2020	Q20-369-BR

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contigent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specificiations. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:

Haverford Township
Eileen Mottola
emottola@havtwp.org

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Larry

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
	OPTION B				
Premier	Premier #985-303, 6' Grand Contour Flat Bench, No Back, Surface Mount	4	ea	527.00	2,108.00
Premier	Permier #971-303, 6' Grand Contour Bench with Back, Laser Cut, Free Standing or Surface Mount	10	ea	820.00	8,200.00
Premier	Premier #Permier #947-3PL7, 6' Champion Perforated Metal Bench with Back, Surface Mount, Custom Lettering	6	ea	681.00	4,086.00
	*Up to 11 letters				
Ship-PA	Estimated Freight			1,800.00	1,800.00
Recreation R...	Discount			-900.00	-900.00
	Does not include unloading, assembly, or installation.				
	COSTARS 14-74				

TOTAL $15,294.00

To Accept Order, Sign: _____ **Date:** _____

Quote is based upon shipment of all items to a single destination, unless noted.
Changes subject to price adjustment. Your signature here accepts all of our terms & conditions.
A deposit or payment in full may be required to place your order.
There is a 3% service charge for orders that are paid by credit card.

PLEASE NOTE-OUR ADDRESS HAS CHANGED TO 503 N. WALNUT ROAD, SUITE 200, KENNETT SQUARE, PA 19348. PLEASE CHANGE YOUR DATABASE.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
1st Ward STEPHEN D'EMILIO
2nd Ward MARIO A OLIVA
3rd Ward KEVIN McCLOSKEY,ESQ.
4th Ward DANIEL SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLE

HAVTT 30388 November 4, 2020

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Grange Mansion House Heater Replacement
Contract No. R-31

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Wednesday, November 4, 2020 at 9:00 a.m. for the above referenced contract. The low bidder for the base bid was Hirschberg Mechanical of Willow Grove, PA, in the amount of $27,325.00.

Since we have not worked with Hirschberg Mechanical in the past, we contacted various references provided. All references indicated that their work was generally satisfactory.

We recommend the Township consider awarding the base bid plus Add Alternate No. 1 to Hirschberg Mechanical in the amount of $30,325.00 contingent upon the execution of the contract and supply of the required bonds and insurance.

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

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer
CF/rkm

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on November 4, 2020

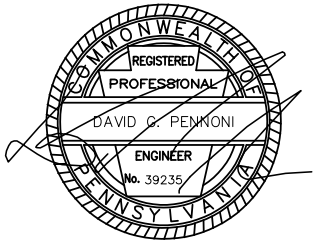
CONTRACT NO. R-31
GRANGE MANSION HOUSE
HEATER REPLACEMENT

ITEM NO.	ESTIMATED QUANTITY/UNIT		DESCRIPTION	Hirschberg Mechanical 2955 Terwood Road Willow Grove, PA 19090 UNIT PRICE	Hirschberg Mechanical AMOUNT	LGB Mechanical Inc. 555 NJ-73 West Berlin, NJ 08091 UNIT PRICE	LGB Mechanical Inc. AMOUNT
31-1	1	L.S.	Replacement of Existing Oil-Fired Heaters with Gas Fired Units	$27,325.00	$ 27,325.00	$76,000.00	$ 76,000.00
			TOTAL BID	**$27,325.00**		**$76,000.00**	
			Bid Security	Yes		Yes	
Add Alternate							
31-1A	1	L.S.	Removal of Existing Oil Tanks and Piping	$3,000.00	$ 3,000.00	$12,000.00	$ 12,000.00
			TOTAL BID WITH ADD ALTERNATE	**$30,325.00**		**$88,000.00**	

We Declare this to be a true Tabulation of Bids
Received on Novemeber 4, 2020 by the Township of Haverford
for Contract No. R-31 Grange Mansion House Heater Replacement

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E



HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: NOVEMBER 5, 2020

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT

As you are aware, there have been very few applicants for seasonal leaf collection. This lack of resources will adversely affect that service provided to our residents.

We recently started a professional relationship with PAR – Recycle Works who handled our very successful E-Waste event on October 24. After learning more about their business model, we saw an opportunity for both PAR and the Township. PAR is in a position to provide seasonal assistance to supplement our staff so our leaf collection service can be provided in the same manner and speed that we have in the past. The personnel provided would be grouped with our public works employees; and naturally, all work would be supervised by our public works management team. This is already a budgeted expenditure which will simply be paid to an independent contractor as opposed to formal seasonal employees.

This Agreement would begin November 9, 2020 and end on December 23, 2020.

Both PAR and our public works management are enthusiastic about this opportunity and please let either myself or Dan Mariani know of any additional questions you may have.

HAVERFORD TOWNSHIP
TERMS AND CONDITIONS – 2020 INDEPENDENT CONTRACTOR AGREEMENT

This is an Agreement (hereinafter "Agreement"), dated November 9, 2020 between HAVERFORD TOWNSHIP (hereinafter "Township"), a political subdivision of the Commonwealth of Pennsylvania with offices located at 1014 Darby Road, Havertown, PA 19083 and PEOPLE ADVANCING REINTEGRATION – RECYCLE WORKS (hereinafter "PAR"), with offices located at 342 E. Walnut Lane, Philadelphia, PA 19144.

WHEREAS, Township desires to obtain laborer services for seasonal leaf collection from PAR only as defined below: PAR will supply EIGHT LABORERS (8) initially and Township may request additional seasonal workers under the same terms and conditions as the initial eight ONLY if PAR has additional workers available.

RELATIONSHIP OF PARTIES

The relationship between the Township and PAR is an independent subcontractor relationship. No partnership, joint venture, or employee relationship shall be implied by this Agreement. It is understood that neither party shall affect or hold itself out as authorized to act as agent or employee for the other or with power or authority to bind the other to any agreements.

SCOPE OF SERVICES

STATEMENT OF WORK: Services to be performed under this Agreement are provided in the attached Duty Description, referred to as Exhibit A.

TOOLS AND EQUIPMENT: The Township is responsible for providing all tools, facial masks, safety eyewear, gloves and safety vests to perform work.

RESPONSIBILITIES OF INDEPENDENT SUBCONTRACTOR: PAR is responsible for recruiting, hiring, selecting, screening for required skills, paying, rewarding, promoting, and disciplining its workers covered by this Agreement. PAR will determine wages (no less than the current minimum wage as established by the Commonwealth of Pennsylvania) and provide the appropriate payroll function. PAR will maintain any required personnel files for the workers. PAR is responsible for any employment verification and I-9 compliance. PAR is responsible for providing transportation to and from the work site (designated as 2325 Darby Road, Havertown, PA) for their workers.

CONDUCT: Any conduct that the Township deems unacceptable will be reported to PAR within one (1) business day. For minor unacceptable conduct, this reporting will be considered the one (1) and only warning for the conduct to be corrected before the Township requests removal of the worker. Examples of unacceptable conduct are including but not limited to ineffective work performance, lateness or absence from work, use of foul or disrespectful language, or use of cell phone while on the job. In the event of a major incident including but

not limited to fighting, insubordination, stealing, vandalism, commission of a crime at the worksite, lack of courtesy extended to residents of Haverford Township, or lack of courtesy extended to fellow workers etc., Township will immediately notify PAR and PAR will immediately remove the worker from service.

CLIENT EQUIPMENT: PAR is not responsible for any physical loss or damage caused by the operation of client's equipment. Township warrants that they are in compliance with all OSHA regulations. Township agrees to indemnify and hold PAR harmless from claims and demands arising from OSHA as it relates to premises, whether owned or controlled by the Township and to which the temporary workers are assigned.

PROOF OF INSURANCE AND INJURIES:
Any injuries that are made known to management of the Township will be immediately communicated to PAR within one (1) business day. PAR will furnish proof of workers' compensation insurance and any responsibility for claims shall be with PAR.

REPLACEMENT OF WORKERS:
In the event a worker quits or is discharged from service, the Township may inquire of PAR as to the availability of a replacement worker; however, neither the Township nor PAR makes any guarantee regarding the replacement of workers.

ADMINISTRATIVE MATTERS

WORK HOURS:
Township will maintain appropriate timekeeping records and will forward a weekly timesheet to PAR no later than 4pm each Friday. The work week begins on Monday and ends on Friday at midnight. Working hours under this Agreement shall begin at 6:15am and end at 3:00pm Monday through Friday with a daily 30 minute lunch break. Seasonal workers are expected to report to 2325 Darby Road, Havertown, PA each working day at 6:15am and transportation for pick up at the end of the work day is expected no later than 3:15pm at the same location. Any overtime hours must be agreed to between the Township and PAR. In the unusual instance that the work day ends earlier than 3:15pm, Township management will notify PAR for early pick up of its workers; likewise, if work is cancelled for the day, Township management will notify PAR by 5:30am.

COVID-19 PRECAUTIONS:
All workers must wear a township-supplied mask throughout the workday. All workers are subject to morning temperature checks. Should a worker exceed 100.4 degrees in temperature, the worker will be asked to leave the premises for the day and consult with the Township before returning to the premises for any additional work.

APPAREL:
All workers must wear a Township-issued safety vest over his/her outerwear, gloves and protective eyewear. The safety vest will be returned to the Township upon completion of the placement period. All workers should wear work boots during working hours. Workers cannot use earbuds or any other kind of device to impair hearing during the workday (other than on breaks).

CONFIDENTIALITY:
Both parties agree to maintain in confidence any proprietary or confidential information obtained from the other party pertaining to that party's business, including the identify of its employees, clients, pricing, wages, etc., except where as required by Right to Know regulations issued by the Commonwealth of Pennsylvania.

TERM

TERM:
The starting date of this Agreement is Monday, November 9, 2020 and ending on Wednesday, December 23, 2020. No work will be performed on Wednesday, November 11, 2020; Thursday, November 26, 2020 or Friday, November 27, 2020. The term is extendable for a further period at the joint discretion of the Township and PAR on terms and conditions that may be agreed between the parties.

FINANCIAL ARRANGEMENTS

FEES:
Weekly invoices are calculated based on labor hours worked beginning each Monday morning at 6:15am and ending each Friday as of 3:00pm. PAR will bill the Township at a rate of $19.00 for each labor hour worked. If any worker exceeds forty (40) hours worked during that same weekly period, PAR will bill the Township at a rate of $28.50 or one and one half times the regular hourly fee. PAR is only paid for actual labor hours worked.

TIMING OF PAYMENTS:

(a) Township agrees to provide a 20 hour retainer per worker at the agreed hourly labor rate and will be applied to the last week of the season/job. This payment will be made two days following the execution of this Agreement with a check available for pickup at the Township Administration offices at 1014 Darby Road, Havertown, PA during normal business hours of 8am and 4pm.
(b) PAR will present the Township with an invoice each Monday for all hours worked during the previous Monday through Friday period. Township will process a payment for the presented invoice each Tuesday with check available for pickup at the Township Administration offices at 1014 Darby Road, Havertown, PA during normal business hours of 8am and 4pm.
(c) The schedule of invoicing and payment is as follows:

Week Ending		Invoice Due		Payment Issued
		From PAR		By Township
		(12 noon)		
RETAINER CHECK**				2 days after Agreement
11/13/2020		11/16/2020		11/17/2020
11/20/2020		11/23/2020		11/24/2020
11/27/2020		11/30/2020		12/1/2020
12/4/2020		12/7/2020		12/8/2020
12/11/2020		12/14/2020		12/15/2020
12/18/2020		12/21/2020		12/22/2020
12/25/2020		12/28/2020		12/29/2020**

REPRESENTATIONS AND WARRANTIES

MUTUAL WARRANTIES:
Both the Township and PAR are validly existing and duly authorized corporate and governmental entities, respectively. Both parties represent that all necessary corporate and/or governmental proceedings have been undertaken to authorize this Agreement, and to perform the services herein. The individuals signing this Agreement are authorized on behalf of their respective entities to enter into this Agreement. This Agreement is a valid, binding and enforceable Agreement.

SURVIVAL OF WARRANTIES AND REPRESENTATIONS:
The representations and warranties of each party hereunder, and each party's indemnification obligations, will survive the termination of this Agreement. Furthermore, each party's obligations under the indemnification provisions shall survive any termination of this Agreement, for any statutorily mandated period of time and for a continuing period of (2) years after termination, provided further, any claim brought during the term of the Agreement or during any extension thereof shall continue even if such claim and resolution thereof exceeds said (2) year period.

INSURANCE

PAR represents and warrants that upon providing workers' compensation to Township that it will carry, and agree it will continue to carry during the term of this Agreement, workers' compensation insurance as prescribed under Pennsylvania law. PAR shall also represent and warrant that it will name the Township as an additional insured under its General Liability policy. Proof of workers' compensation and general liability insurance is due with the execution of this Agreement.

LIABILITY AND INDEMNIFICATION

Township agrees to indemnify and hold PAR, its employees, agents, directors, and officers, harmless from and against any and all liabilities, claims, demands, suits, losses, damages,

judgments, costs and expenses including reasonable attorney's fees, or for bodily injury to or death of any person, or damages or destruction of any of our property, directly caused by any negligent or intentional act of omission on the part of the Township or its officers, employees, or agents. Township agrees to be responsible for any damages suffered by any person as a result of actions taken or not taken by Township's employees while under Township direction and control pursuant to Township instructions and directions.

Similarly, PAR agrees to indemnify and hold harmless Township, its elected officials and employees from and against any and all liabilities, claims, demands, suits, losses, damages, judgments, costs and expenses including reasonable attorney's fees, or for bodily injury to or death of any person, or damage or destruction to any of their property, directly caused by any negligent or intentional act or omission on the part of PAR or is officers, employees or agents. PAR agrees to be responsible for any damages suffered by any person as a result of actions taken or not taken by PAR's workers while under PAR's direction and control and pursuant to PAR's instructions and directions.

INTEGRATION OF CONTRACT

ENTIRE AGREEMENT:
This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior written representations and any and all oral representations.

CHANGES:
If either party wants to change this Agreement, then the party requesting the change shall notify the other party in writing, and both parties shall work to accommodate the other party requesting the changes. This Agreement may only be amended by an instrument in writing, signed by both parties and made part of this Agreement as an addendum. Any modification or extension of the Duty Description (Exhibit A) must be a written amendment to Exhibit A.

GENERAL

INVALIDITY OF A PROVISION:
In the event that any provision of this Agreement in any way contravenes the laws or regulations of the Commonwealth of Pennsylvania, and such provision is found to be unenforceable, such provision shall, to the extent of such contravention of law, be deemed separable and shall not affect any other provision of this Agreement.

NO WAIVER:
The failure by either PAR or the Township to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of any of their respective rights as set forth herein, at law or in equity.

DUTY TO COOPERATE:
Both parties agree to use best efforts and cooperate in the performance of this Agreement so that its purpose may be successfully carried out. This duty survives the Agreement's termination.

NOTICE:
To be effective, any Notice given under this Agreement must be in writing (or email) and shall be effective when delivered to the following addresses:

For People Advancing Reintegration – Recycle Works:

Maurice Jones
People Advancing Reintegration – Recycle Works
342 E. Walnut Lane
Philadelphia, PA 19144
mqjones@par-reycleworks.com

For Haverford Township:

David R. Burman Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083
dburman@havtwp.org

TERMINATION:
PAR or the Township may terminate this Agreement by written notice; if at any time, either PAR or the Township breaches any material term of this Agreement and after the party has had reasonable time to cure. This Agreement may also be terminated in the event of any federal or state legislation, regulatory action or judicial decisions, which, in the discretion of PAR or the Township, materially affects their ability to perform under this Agreement.

_____ _____
Maurice Q. Jones, Authorized Representative of Date
People Advancing Reintegration – Recycle Works

_____ _____
David R. Burman Date
Township Manager/Secretary, Haverford Township

EXHIBIT A
DUTY DESCRIPTION
SEASONAL LEAF COLLECTION

Qualifications:

- Must be at least 18 years old.
- Frequent strenuous physical effort required; ability to lift and carry 50 to 100 pounds.
- Required to bend, kneel, reach and squat frequently throughout a work shift.
- Frequent movement in and out of equipment and vehicles.
- Ability to use and wear personal protective equipment and clothing such as hearing protection, eye protection, foot and hand protection and respiratory protection.
- Position involves a great deal of bending, squatting, kneeling, climbing, reaching and twisting.
- Must be able to perform heavy manual labor under varying weather conditions.
- Must be able to take and comprehend oral instructions. Must be able to work well with others. Must adhere to high ethical standards and personal integrity.
- Works under the supervision of the Highway Supervisor and occasional direction from the Assistant Director and Director of Public Works.

EXECUTIVE SESSION – 6:00 P.M. – F.O.P. CONTRACT AND OTHER ITEMS

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
Monday, November 9, 2020 AT 7:00 PM

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss legal, personnel and real estate matters.**

   a. **Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola and Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Work Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Office and Chuck Faulkner, Township Engineer.

   b. Pledge of Allegiance

2. Proclamation: Howard Fener – "100-Year Birthday" Milestone – presented by Commissioner Siegel

Small Business Saturday – presented by Commissioner McCloskey

3. Police Department – Entry Level Police Officer

Mrs. Janet Boccella, Civil Service Administrator, was present.

She read the next three candidate names from an approved Entry Level List: Randall Cunningham, Sean McLaughlin and Thomas Giannantonio, Sr.

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to appoint Sean McLaughlin, as a Haverford Township Police Department Entry Level Police Officer.

Roll Called.

All 9 Commissioners voted for Sean McLaughlin: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

4. Commissioner Committee Update

Commissioner Hart provided an update on the Brookline School options and recapped to where we are today. Every option came down to cost to the township. A developer is interested in putting apartments into the Brookline School, which would keep the historical building in check. The building would need to be rezoned. The School District would have to be notified if the Board follows through on senior apartments or the other option is open space.

Commissioner Holmes stated that on behalf of the Finance Committee, next Monday is the Preliminary Budget Meeting for 2021.

5. Police Department - Crime Update

Chief Viola provided his update for the month.

6. Township Auditor Update

Ross Anderson, Township Auditor, reviewed the expenses and disbursements for the month and found no irregularities.

7. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Jay Prossack – the Brookline School/Library. – see attached

8. David R. Burman - Township Manager Update

Mr. Burman announced that in lieu of Veterans' Day on Wednesday, Tuesday trash will also include Wednesday residents.

Leaf Collection is on schedule. All residents are reminded to place leaves on the curb and not in the street.

Mr. Burman thanked Aimee Cuthbertson for spearheading the township's E-Waste Collection. There were 150 participants.

Everyone must be diligent in adhering to COVID guidelines; even with hope of the vaccine announced today.

*9. Skatium Outdoor Improvements

Commissioner D'Emilio made a motion to move this item up on the agenda which was seconded by Commissioner Lewis.

All Commissioners agreed to move this item up on the agenda.

Motion made by Commissioner Hart and seconded by Commissioner Lewis to award the Skatium Outdoor Improvements contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid.

Update began from Chris Gaumann and Jack Carman, architects. They indicated that they checked their references and all have positive comments.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Approval of Minutes **Regular Meeting Minutes of October 13, 2020**

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of October 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #11-2020 totaling $2,802,016.34

General & Sewer fund Payroll for October 15, 2020 in the amount of $629,385.96
General & Sewer fund Payroll for October 29, 2020 in the amount of $618,052.84
General Fund disbursements #11-2020 in the amount of $754,288.34
Sewer Fund disbursements #11-2020 in the amount of $602,755.15
Community Development Block Grant Fund disbursement #11-2020 in the amount of $67,648.58
Capital Projects Fund disbursement #11-2020 in the amount of $115,011.30
ACH – PA Office of Unemployment Benefits in the amount of $465.30
Credit Card Statement ending in the amount of $14,408.87

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Police Department

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Memorandum of Understanding between Haverford Township and FOP Lodge 27 for contract terms effective January 1, 2021 through December 31, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner D'Emilio and seconded by Commissioner McCloskey to accept the resignation of Officer Gilman and approve the separation agreement between Officer Gilman and the Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Ordinance No. P21-2020 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P21-2020 authorizing/rescinding traffic restrictions on the following highway:

RESCIND: Special Purpose Parking Zones

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Ordinance No. P23-2020 Fair Housing Accommodations (2nd Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. Ordinance No. P24-2020 Change in Shade Tree Commission Term (1st Reading)

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P24-2020 authorizing a term change from five-years to a three-years.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. Ordinance No. P25-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P25-2020 amending traffic restrictions on the following highway:

Parking of All Vehicles Prohibited at All Times

Amend to read: Pinzon Avenue East from West Chester Pike to Columbus Ave.

Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. Resolution No. 2191-2020 Multimodal – Reconfiguration of Burmont and Glendale Roads

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2191-2020 requesting a Multimodal Transportation Fund Grant in the amount

of $1,000,000 from the Pennsylvania Department of Transportation to be used for the reconfiguration of the intersection located at Burmont Road and Glendale Road to improve the safety of the intersection and facilitate access to the Darby Creek Trail and hereby designates David R. Burman, Township Manager/Secretary to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. Resolution No. 2192-2020 Traffic Signal Application – Lansdowne Ave, Darby Road, West Chester Pike and Township Line Intersection

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt Resolution No. 2192-2020 authorizing David R. Burman to execute all Documents pertaining to the PaDot Traffic Signal Application for the intersections at Lansdowne Avenue, Darby Road, West Chester Pike and Township Line.

Mr. Faulkner announced that this is Upper Darby's project but Haverford owns the signal.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Resolution No. 2193-2020 DVRPC Construction Grant

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt Resolution No. 2193-2020 authorizing that Haverford Township hereby requests a construction grant in the amount of $300,000 from Delaware Valley Regional Planning Commission (DVRPC) to be used for construction of southern end of Darby Creek Trail and Be it further resolved, that the Board of Commissioners does hereby designate Brian Barrett (Director of the Parks and Recreation Department) as the official to execute all documents and agreements between the Township and the Delaware Valley Regional Planning Commission to facilitate and assist in obtaining the requested grant.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart and Wechsler.

Commissioner Holmes voted No.

20. Resolution No. 2194-2020 National Standardized Police Training

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2194-2020 that the Board of Commissioners desire to state their support for the enactment of National Standardized Police Training and requests the United States Congress to review the current law and pass a bill that provides for standardized training for police.

Constitutional was changed to community.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

21. Resolution No. 2195-2020 Code of Ethics

Motion made by Commissioner Siegel and seconded by Commissioner McCloskey to adopt Resolution No. 2195-2020 establishing ETHICAL STANDARDS AND FINANCIAL DISCLOSURE.

Add her after his throughout Resolution.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

22. Contract Awards

Parks and Recreation Department

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to authorize the Parks and Recreation Department to purchase 20 benches for various parks throughout the township. Benches will be installed at Veterans Parks, Llanerch Park, Richland Farms, Merwood Park, Westgate Park, Grange Park, Bailey Park and assorted others from Recreation Resource, USA, Kennett Square, under Co-Stars Contract 14-74, in the amount of $15,294.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

The Grange Estate

Motion made by Commissioner Quinn and seconded by Commissioner Hart to award the heater replacement contract at the Grange Estate, the Mansion House, to Hirschberg Mechanical, Willow Grove, PA, in the amount of $30,325.00 (base bid and No. 1); submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

23. Agreement

Public Works Department

Motion made by Commissioner McCloskey and seconded by Commissioner D'Emilio to approve Independent Contractor Agreement with PAR – Recycleworks, Philadelphia, PA for services related to seasonal leaf collection.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

24. Continuation of Citizen's Forum for Non-Agenda Items

Katie Begandy – 201 Mill Road – Brookline School tally from survey and the FOP Contract.

Commissioner Hart stated that all opinions from the survey were looked at.

A three year police contract is too long. She would have requested the Board table and have residents input prior to voting.

Chief Viola stated that this is a Collective Bargaining Contract which deals with salaries and benefits and nothing to do with training. The department has their own procedures in place and have been placed on the website for anyone to review.

25. New business

No new business.

26. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked all the Volunteer Fire Fighters working during COVID.

Commissioner D'Emilio asked the status of Rt. 476. Response: We are close to the inception of design.

Commissioner D'Emilio stated that the traffic lights on West Chester Pike need to be fixed. They were working. Mr. Faulkner stated that we are working with PaDot. The manufacturer is working with the software company.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva stated his concerns about the Pike.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey provided an update on the Ardmore Avenue Bridge. The two cement walls will be removed and moved down to Golf View Road. This will be done in the Spring.

Commissioner McCloskey asked that residents shop locally during the holidays and support small businesses.

Please where your masks.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel also agreed with traffic on West Chester Pike.

He hopes that COVID will end soon so he can appear in person and not do Zoom.

Everyone needs to stand up to injustice, anti-Semitism, racism. We must all recommit.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis thanked Kevin McCloskey, Dave Burman and Joe Celia for resolving the Wall issue. There are a few punch list items that still remain on the bridge.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that the 6th Ward has a very long AQUA project that has been going on. We are on it to find and end date.

He thanked everyone for voting in person and by mail.

He wished everyone a Happy and Healthy Thanksgiving.

Conor Quinn, 7th Ward Commissioner

Commissioner Quinn thanked all township employees and wished everyone a Happy Thanksgiving.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart stated that the asbestos removal will be complete on Tuesday.

He thanked the Parks and Recreation Department for their recycling webinar.

Karakung Drive is now closed but will be open on Thanksgiving Day and that will be the final Sunday. This is a PaDot decision.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler will be having his joint constituent meeting with the Hilltop Civic Association via ZOOM.

27. Announcements:

BOARDS AND COMMISSIONS - RESUMES – DEADLINE – FRIDAY, NOVEMBER 13TH

2021 PRELIMINARY BUDGET MEETING – NOVEMBER 16, 2020, 7:00 p.m.

28. All Commissioners agreed to adjourn.

Attachment

November 9, 2020

To: Board of Commissioners
Re: Library

Gentlemen,

If there is such a thing as making a hasty decision after six years, I believe the vote to renovate the existing library rather than build a new library at the Brookline School site qualifies.

I disagree with Mr. McCloskey's statement at the September meeting that the Board has performed their due diligence for the following reasons:

1) Absence of an acceptable solution to the parking problem at the existing library. This should have been resolved before making a final decision on whether a renovated or new library will be built.
2) Lack of discussion among the Board and with township residents about the ramifications providing adequate parking at the renovated library will have on the surrounding neighborhoods.
3) Summarily rejecting, without any further study, any alternate plans for the Brookline School site.

Despite what the Township Engineer said at the Sept. 14, 2020 meeting, the spreadsheet prepared by the architect does not show an 'apples to apples' comparison of the options. The additional required parking and off-site improvement costs were not included in the renovation estimate and the proposed new building is 4,700 square feet (15%) larger than the renovated library. At this point, you have voted for a library that is both smaller than what the library board would like and still has woefully inadequate parking.

Strongly advocating for 8th Ward residents at the Sept. 14, 2020 meeting, Mr. McCloskey stated "at various points various members of this Board made promises to that neighborhood that the field would not be touched" and Mr. Oliva stated the he doesn't "want any part of reconfiguring that field" and he "wants it to remain exactly the way it is". In regards to renovating the library, Mr. Lewis stated "... buy (the library's) neighbors' property to solve the parking problem". Purchasing property around the existing library was also brought up at the Feb. 4, 2020 work session.

As far as I know, no Commissioner has advocated for the neighborhoods around the existing library. In order to provide the additional 53 parking spaces needed, the entire west (library) side of Greenway Rd. would need to be converted into a parking lot. This means four families would be displaced, their homes demolished and many mature trees cut down resulting in decreased values of surrounding properties and the fabric of a neighborhood destroyed.

I don't believe the Board feels that one area of the Township is more important or valuable than another. However, residents of the neighborhoods surrounding the library should have the same opportunity to express their opinions about the potential parking situation as the residents of the neighborhoods surrounding the Brookline School had about the use of the site.

While I strongly disagree with the new construction square foot costs used (which are 25% higher than the national average) in the spreadsheet, I will use them for the building costs presented below. I have spent most of my career as a commercial building estimator specializing in the type of conceptual estimates that were the basis of the costs presented in the architect's spreadsheet.

At the Sept. 14th Commissioners meeting, Mr. Goldsmith stated that he wants to look at "building off the second floor" of the existing library. To add a third floor would cost $11,125,000 including FFE & soft costs, and removing & replacing the existing elevator due to the added floor.

The estimated cost to build the parking lot next to the existing library is $2,400,000 including a 10% construction contingency. This estimate includes buying and demolishing the four houses, removing the trees, removing and replacing sidewalks & curbs, and landscaping & lighting for the new lot.

Adding the above costs to those presented at the Feb. 24th meeting results in a new project total cost for the renovated library of $24,897,000.

As a comparison, the project total presented at the Feb. 24th meeting for a new library at the Brookline School site was $29,351,000. An alternate, simpler, design, similar to the one presented by Mr. Siegel at the Sept. 14th meeting but providing the required parking while maintaining the size of the existing field, would certainly lower this cost into the same range as the three story renovation with the required parking option.

It would be a disservice to the taxpayers if other options at the Brookline School site are not explored if the addition of a third floor to the existing library is being considered.

As part of his discussion at the Feb. 24th work session, it was stated that the library board may be willing to compromise on the number of parking spaces at the renovated building. If this is a consideration, why not reconsider Mr. Siegel's alternate plan and limit the number of spaces to those that do not encroach on the existing field?

If anything other than the demolition of the Brookline School is being considered, the following costs should be added to the above renovated library new project total cost to get an accurate comparison with the new library cost: $10 million (quoted at the 9/3/19 meeting) to bring the building up to code and $6 million for interior renovations (my estimate emailed to Mr. Siegel and Dr. Hart on 11/1/19). This would bring the project total cost for the renovated library to $40,897,000.

Two other options that I do not think have been discussed are:

1) for the new library: the Township can give the architect a budget that needs to be designed to
2) for the parking: build a lot using grass pavers or another type of permeable paving (to help with the "greening" of the Township) on the site of the to-be demolished Brookline School and provide a shuttle to and from the renovated library.

I appreciate that this has been a long and arduous process but it is imperative that a final decision needs to be made that's in the best interest of all the Township's residents and taxpayers. Please present all the options and their respective estimated costs for public review, get feedback, and then make a fully informed decision.

I would be pleased to discuss how I calculated the costs presented here or anything else in this letter with any Commissioner at their convenience. Please email me for my phone number.

Thank you,

Jay Prossack
265 Ellis Rd.

AGENDA
PRELIMINARY BUDGET MEETING

SPECIAL MEETING — **November 16, 2020**
Board of Commissioners — **Monday – 7:00 p.m.**
Township of Haverford — **Commissioners Meeting Room**

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Citizen's Input – AGENDA ITEMS ONLY**

3. **Budget Hearing and Preliminary Adoption of Year 2021 Budget**

Motion: to adopt as an Ordinance a Preliminary General Fund, Sewer Fund and Capital Fund Budget, including all taxes, fees, service charges and other revenue sources provided within all funds for 2021.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

4. **Presentation of Preliminary Budget by David R. Burman, Township Manager**

5. **Ordinance No. P26-2020** — **Sewer Rental Charge (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P26-2020 fixing the annual sewer rental or charge for each property connected to the sewer to $4.70 per 1,000 gallons of water consumed or used by said property.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

6. **Ordinance No. P27-2020** — **Trash Fee (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P27-2020 fixing the Township of Haverford Trash Fee at $245.00 per year.

Voting order	**1**	**2**	**3**	**4**	**5**	**7**	**8**	**6**	**9**

7. **Adjourn.**

ORDINANCE NO. P26 - 2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE NO. 818 AND ORDINANCE NO. 1796, AS FURTHER AMENDED, FIXING THE ANNUAL SEWER RENTAL OR CHARGE TO EACH PROPERTY CONNECTED TO THE SEWER FOR EACH ONE THOUSAND GALLONS OF WATER CONSUMED AND ESTABLISHING PENALTIES FOR VIOLATIONS THEREOF.

BE IT ENACTED AND ORDAINED by the Board of Commissioners, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same that:

SECTION 1. The total amount of the annual sewer rental or charge for the year 2021 to be required is hereby determined to be $5,050,000 pursuant to and as part of the Budget Adoption procedures of the Home Rule Charter.

SECTION 2. The Board of Commissioners does hereby determine Four Dollars and seventy cents ($4.70) per one thousand (1000) gallons of water used by properties (from 10/1/2019 thru 9/30/2020) connected with the sewage of the Township as the amount of money to be charged to each property connected to the Township Sewer System for the sewer rental or charge for the year 2021.

SECTION 3. A two percent (2%) discount shall be allowed if the bill is paid on or before sixty (60) days from the date of the bills. The face amount of all final bills shall be payable on or before one hundred and twenty (120) days from the date of the bills if discount period is disregarded. All sewer rental charges shall be a lien against the property serviced by the sewer facilities of the Township until said sewer rental charges are paid. Failure on the part of the Township to remit a bill due to administrative error or federal postal delivery problems does not exonerate the property owner from paying the sewer rental fee and penalties imposed. It shall be the duty of the Director of Finance to certify to the Township Manager/Secretary the date that all bills are mailed. If said bills are not paid on or before one hundred and twenty (120) days from the date of the bill, a penalty of ten percent (10%) shall be added. It shall be the duty of the Director of Finance during or after the twelfth month following the month in which bills were mailed to certify the unpaid bills to the Township Solicitor, who shall proceed to collect such delinquent sewer rental together with penalties and costs accrued thereon in additional to attorneys' fees pursuant to Act 1, Commonwealth of Pennsylvania, February 2, 1996 either by action at laws, or by filing a lien or liens for the same in the office of Judicial Support of the Court of Common Pleas of Delaware County, Pennsylvania and such liens, together with penalty and costs accrued thereon in addition to attorneys' fee shall be filed and collected in accordance with law. All sewer rentals not paid prior to the date on which penalty shall be added as herein provided shall be deemed to be delinquent.

SECTION 5. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P27 - 2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE IMPOSITION OF A FEE FOR THE COLLECTION OF GARBAGE, RUBBISH, AND REFUSE MATERIALS, AND ESTABLISHING PENALTIES FOR NON-PAYMENT THEREOF.

BE IT ENACTED AND ORDAINED by the Board Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. The Board of Commissioners of the Township of Haverford is hereby authorized to impose a fee and other regulations for the collection of garbage, rubbish, and refuse, pursuant to Article XV, Section 1501 and Section 1502, clause XXVIII of the First Class Township Code Act of 1931, June 24, P.L. 1206, as amended, 53 P,S, §§56501, 56527 and to adopt this Ordinance pursuant to and as part of the Budget Adoption Procedures under the Home Rule Charter of the Township.

SECTION 2. The Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, hereby establishes a **fee of Two hundred forty-five dollars and 00 cents ($245.00)** per calendar year, per resident building containing one (1) dwelling unit for the purpose of collecting garbage, rubbish, and other refuse materials. The owner of record of any residence building containing one or more dwelling units shall be charged the **sum of Two hundred forty-five Dollars and 00 cents ($245.00) per calendar** year for each dwelling unit it contained in sale resident building up to a maximum of four (4) units for the collection of said refuse from the resident building by the Township of Haverford. The responsibility for this charge remains with the owner of record

SECTION 3. **The Two hundred forty-five dollars and 00 cents ($245.00) fee** does not apply to commercial and industrial establishments and/or apartment units exceeding four (4) dwelling units as these are not normally picked up.

SECTION 4. All bills for the collection of this fee shall be forwarded to the Director of Finance of the Township of Haverford or his duly authorized representative at such a time and such a manner as may be directed by the Township Board of Commissioners.

SECTION 5. Payment Schedule. A two percent (2%) discount shall be applied to all bills paid within sixty (60) days from the date of the bill. The face amount of the bills shall be due and payable On or after sixty (60) days from the date of the bill. If said bills are not paid on or before one hundred and twenty days (12) from the date of the bills, an additional penalty often percent (10%) shall be added.

SECTION 6. All Ordinances or parts of ordinances in conflict herewith are herby repealed.

ENACTED and ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, this day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: _____
William F. Wechsler
President
Board of Commissioners

ATTESTED BY:

_____
David R. Burman
Township Manager/Secretary

AGENDA
PRELIMINARY BUDGET MEETING

SPECIAL MEETING
Board of Commissioners
Township of Haverford

November 16, 2020
Monday – 7:00 p.m.
Commissioners Meeting Room

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting.**

   a. **Roll Call – All 9 Commissioners were present at roll call via ZOOM: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager (in person). The remainder were present via ZOOM except Chief John Viola. Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Danny Mariani, Public Works Director, Joe Celia, Codes Enforcement Director and Kelly Kirk, Zoning Hearing Officer.

   b. **Pledge of Allegiance**

2. **Citizen's Input – AGENDA ITEMS ONLY**

Victor Donnay – 117 Rodney Circle – Solar

The Solar Project would include the township building, the Skatium and the CREC. The Solar Project would help with the impending climate crisis and the township's 100% commitment.

Money has been put into the 2021 Capital budget; $500,000 and proposed $500,000 in 2022.

3. **Budget Hearing and Preliminary Adoption of Year 2021 Budget**

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt as an Ordinance a Preliminary General Fund, Sewer Fund and Capital Fund Budget, including all taxes, fees, service charges and other revenue sources provided within all funds for 2021.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

4. **Presentation of Preliminary Budget by David R. Burman, Township Manager – See Attachment**

There is no proposed tax increase in 2021.

Mr. Burman highlighted General Operations Fund portion. It is anticipated $20 million in new borrowing for the Library.

Sewer Fund – initially, the tax fee would be increased .30 cents but after new numbers came in, there will be a proposed .15 cents increase.

2021 Capital Projects

Electric Vehicle Charging Station up at the CREC.
Several MS4 storm water projects.
Solar Project
Skatium Improvements
Large Road Resurfacing
Park Improvements
Library renovations
The Brookline Site.
Collective Bargaining Contract for non-uniform employees.

Commissioner Questions:

Havertown Little League has asked for funding for lighting (improvements at Karakung Field). Total estimated price $92,000.

The Police Department is purchasing 4 new vehicles in 2021. Can these vehicles be Hybrid or Electric?

Chief Viola indicated that we have one and are still evaluating the vehicles. They are $15,000 more.

Request made to increase Volunteer Fire Company allotment 20% for each station.

5. Ordinance No. P26-2020 Sewer Rental Charge (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P26-2020 fixing the annual sewer rental or charge for each property connected to the sewer to $4.70 per 1,000 gallons of water consumed or used by said property.

This amount will be amended at the Final Budget Meeting.

Roll Called.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

6. Ordinance No. P27-2020 **Trash Fee (1st Reading)**

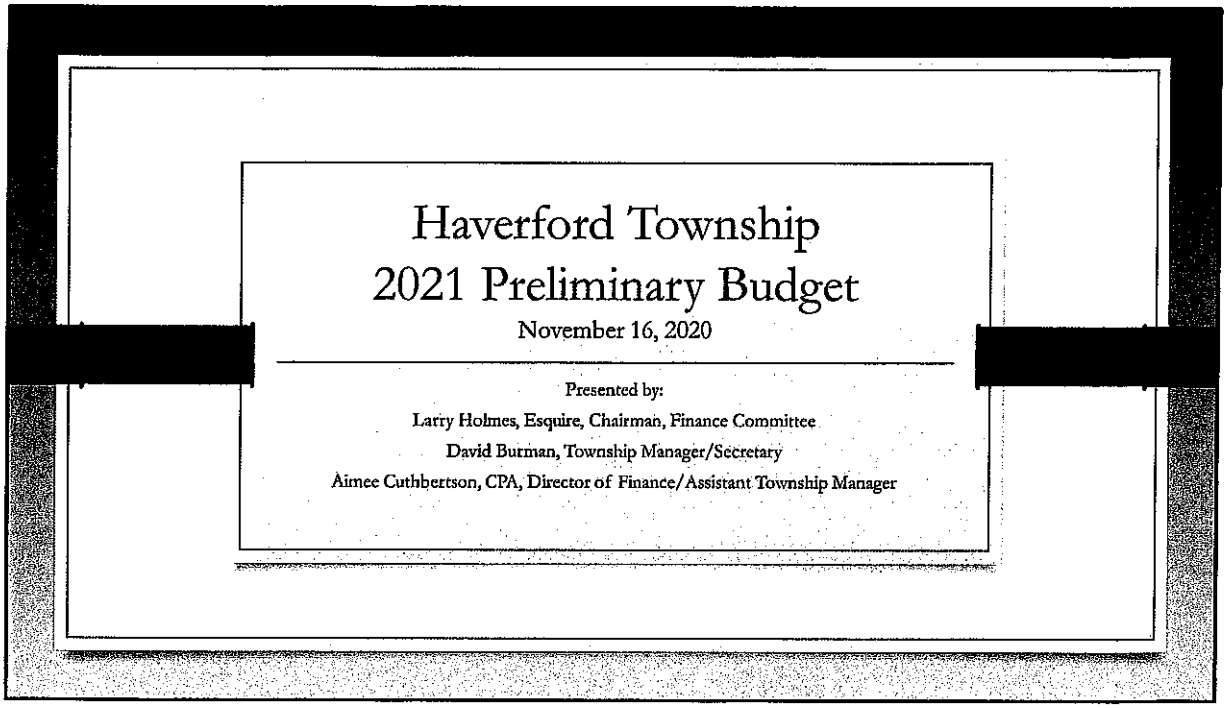
Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P27-2020 fixing the Township of Haverford Trash Fee at $245.00 per year.

Roll Called.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. All Commissioners agreed to adjourn.

Attachment



On behalf of our Department Heads and the entire Haverford Township staff, I am pleased to present the proposed 2021 operating budget and four year capital improvement plan. Preparing the budget is always a difficult task, but perhaps never more difficult than during a global pandemic, a hotly contested election, questions about social justice, civil unrest, a county-wide reassessment....

To be clear, I want to publicly thank Assistant Township Manager and Finance Director Aimee Cuthbertson for spearheading the budget process during this most challenging year, and to Commissioner Holmes for his guidance as Chair of the Finance Committee.

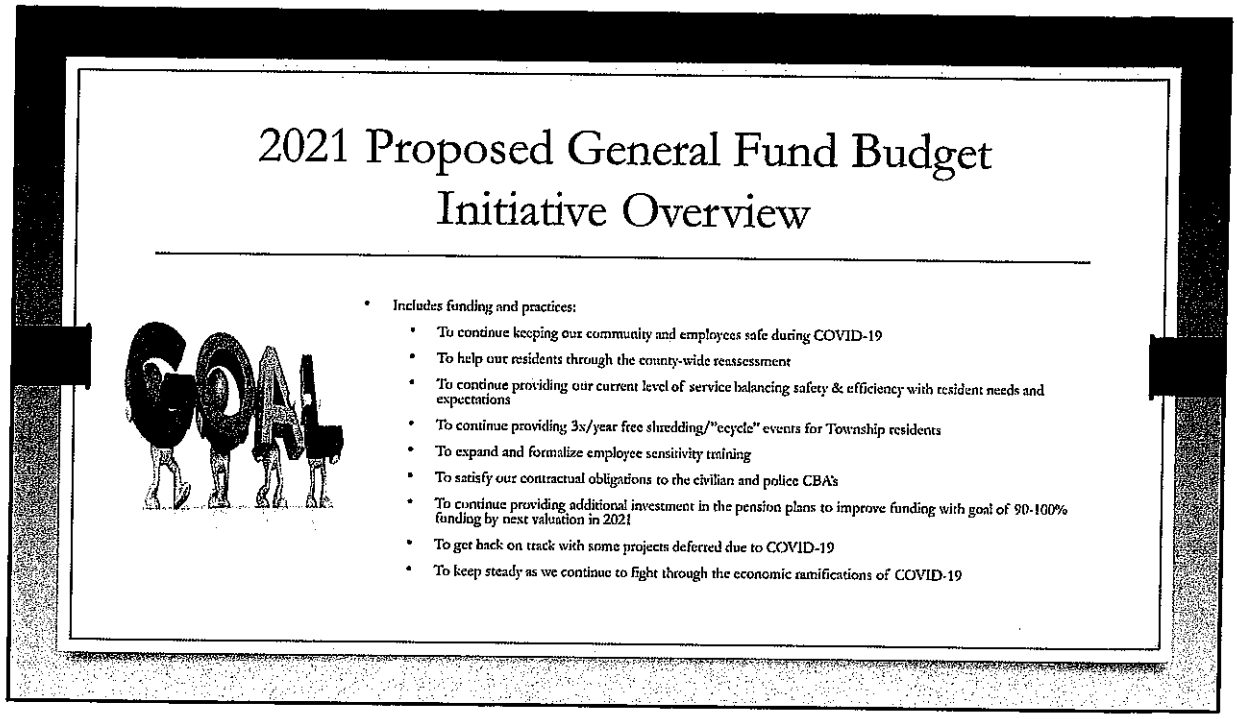
We began the budget process back in August when department heads received general instructions to prepare their operating and capital budget requests for next year. The finance department prepared an initial proposal with each department's original expenditure requests, along with revenue projections based on historic and current trends, as well as a knowledge of local events and economic indicators. The Township Manager then reviewed the initial budget proposal, identified constraints and recommended adjustments where appropriate. With that, the finance department developed this preliminary budget proposal.

2021 Proposed Budget Summary

Fund	2021 Proposed	2020 Adopted	Change ($)	Change (%)
General (01)	$47,459,900	$48,011,100	($551,200)	(1%)
Sewer (08)	$5,050,000	$4,728,181	$321,819	7%
Capital Projects (18)	$28,368,100	$19,263,255	$9,104,845	47%
TOTAL	$80,878,000	$72,002,536	$8,875,464	

This evening we will review the preliminary budget proposal and ask the Board to make any adjustments you feel may be necessary. We will then ask the Board to adopt the preliminary budget. After this meeting, the entire preliminary budget, as adopted, will be published on the Township's website for the community to review.

A budget hearing will take place during the Commissioners' regular meeting on December 14, 2020 at 7 PM. Between now and then, interested citizens may express their views on the budget by contacting their Commissioner, by emailing comments to the Township at info@havtwp.org, or by participating virtually in the hearing on December 14th. At the conclusion of the budget hearing, we will ask the Commissioners to adopt a final budget with any amendments that the Board considers advisable.



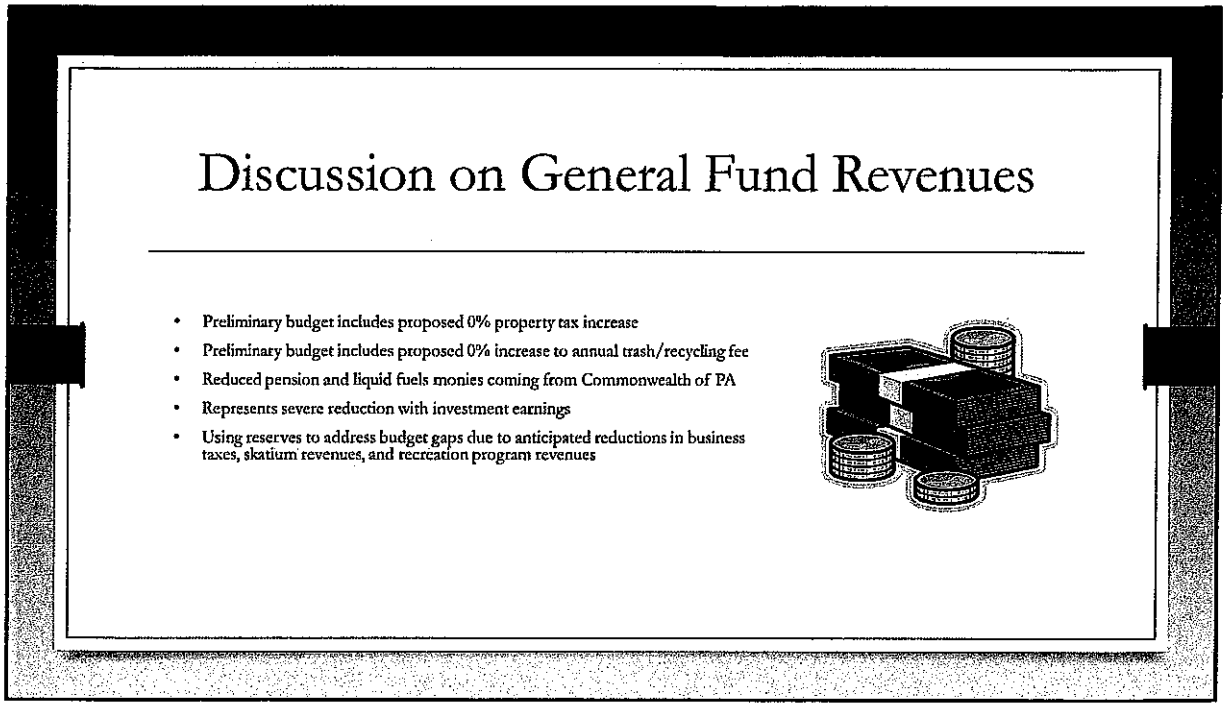
The proposed budget represents our ongoing commitment to building and investing in a high quality community as cost effectively as possible. Our goal is to operate within the financial means of the Haverford Township community, while providing essential services and investing in necessary infrastructure to help meet the needs of the future.

Our General and Sewer Funds combine to represent the operating expenditures that are necessary to maintain the services we currently provide. In that regard, we propose a total operating budget of $52.5 million for 2021, a **decrease** of $229,000 as compared to the 2020 budget. The Capital Projects fund, which we will discuss in greater detail shortly, represents a significant increase in spending, as compared to the 2020 budget.

Key priorities:

- To continue keeping our community and employees safe during COVID-19

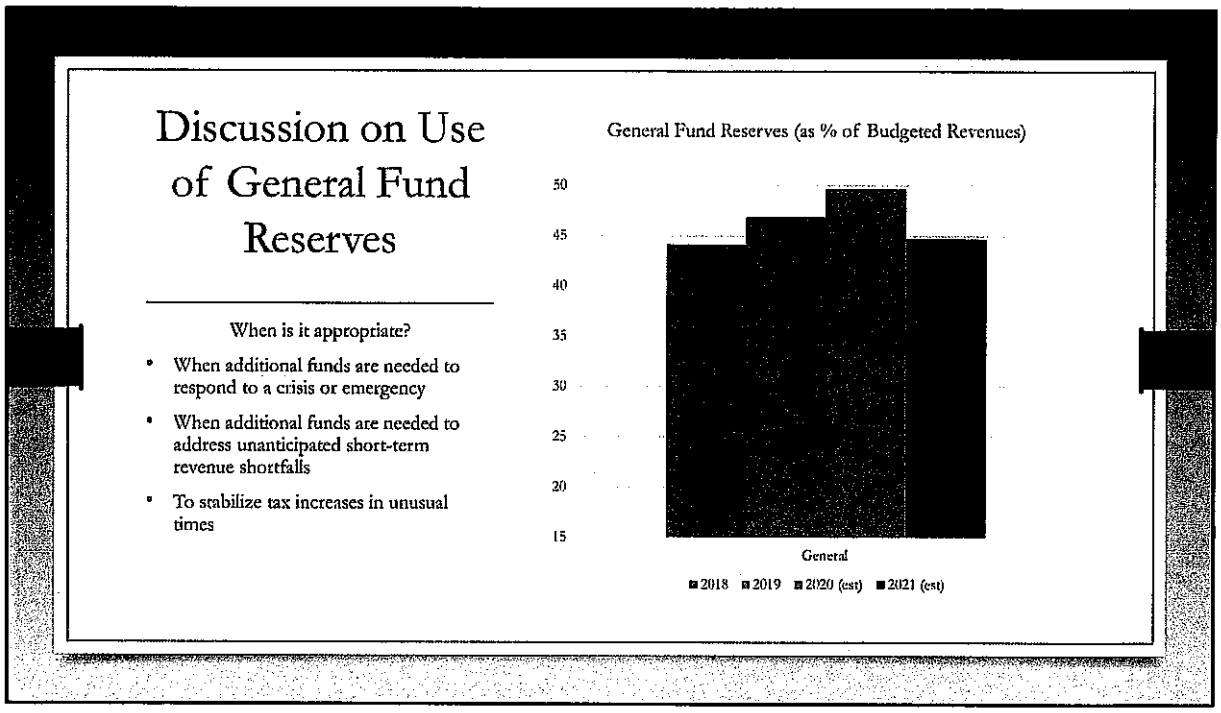
- To help our residents through the county-wide reassessment
- To continue providing our current level of service balancing safety & efficiency with resident needs and expectations
- To continue providing 3x/year free shredding/"ecycle" events for Township residents
- To expand and formalize employee sensitivity training
- To satisfy our contractual obligations to the civilian and police CBA's
- To continue providing additional investment in the pension plans to improve funding with goal of 90-100% funding by next valuation in 2021
- To get back on track with some projects deferred due to COVID-19
- To keep steady as we continue to fight through the economic ramifications of COVID-19



Let me start with good financial news: we expect to end 2020 with a surplus resulting from a combination of cost-cutting measures and positive revenue performance early in the year.

Our proposed preliminary budget for 2021 reflects reduced revenue streams in several areas such as business taxes, Skatium and recreation programs. As we'll discuss later in this presentation, we will recommend the use of the 2020 surplus, combined with the use of additional reserves, to fund our anticipated 2021 budget gap with no increase in property taxes.

Key takeaways:
- No proposed increase in property taxes.
- No proposed increase in our trash/recycling fee.
- Reduced aid from the Commonwealth of Pennsylvania, affecting both our pension aid and our liquid fuels / highway aid funding.
- Significantly lower investment earning in our governmental and proprietary funds.

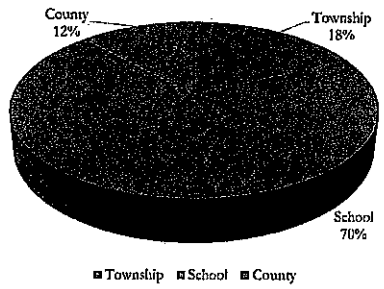


As local governments grapple with the long-term budgetary impacts of the COVID-19 crisis, many (and perhaps most) will need to begin using reserves to make up for revenue shortfalls and support ongoing activities. While reserves are a viable option for governments and designed to be used for situations like this, we are mindful that the use of reserves should support isolated events, such as the rare combination of circumstances in the world today. Even with the proposed use of reserves, our finances remain healthy.

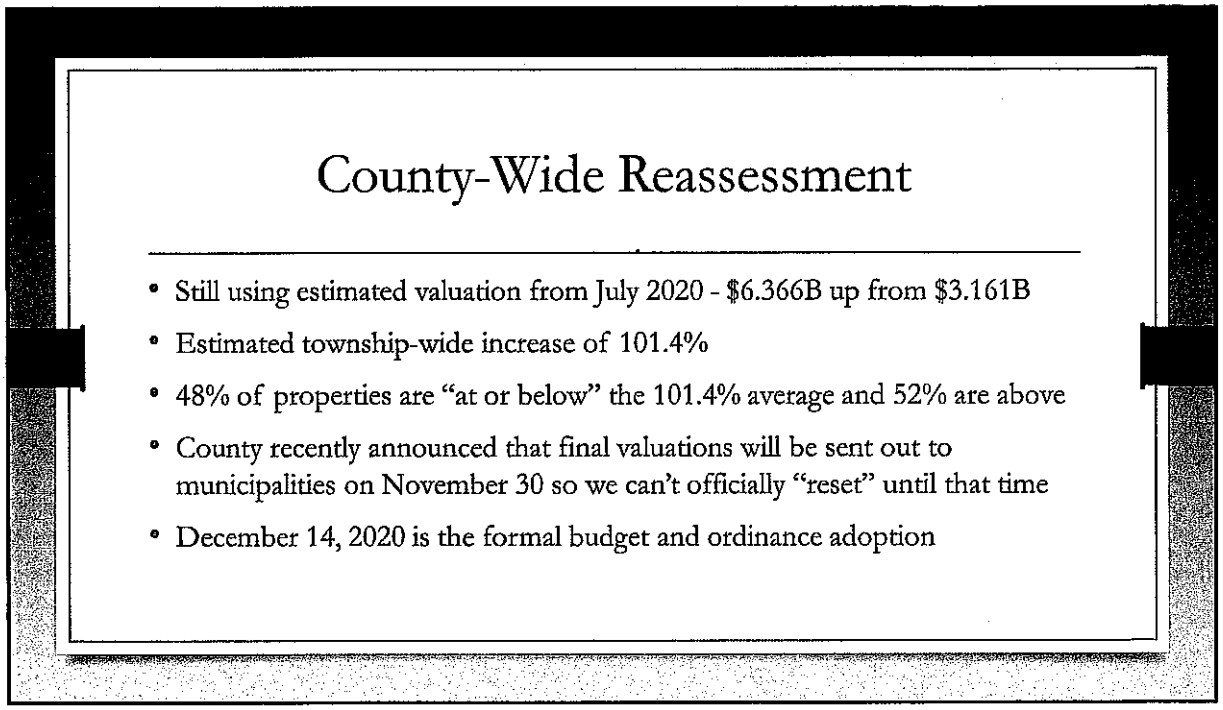
What is certain?
We are living in a public health crisis that will result in short-term revenue shortfalls in a number of areas. The use of reserves, if approved, would help stabilize our tax rate during this highly unusual time.

Property Tax Structure

Taxing District	Tax Rate
Township	To be reset (but no increase in rate)
School	To be reset (as part of HTSD budget process in the Spring)
County	To be reset (should be announced shortly)



Although we are in the midst of a countywide reassessment, the overall composition of property taxes in Haverford Township will remain unchanged. The School District claims the lion share of our property taxes, then the Township, and, finally, the County.



All taxing authorities (School District, Township, County) must re-set their tax rate upon receipt of the newly certified assessment from the County (later this month). This re-set will occur BEFORE finalizing any change in tax rates for next year.

The township-wide assessed value is estimated to increase by 101.4%.

How much a given property assessment changed in relation to that township-wide 101.4% increase will give each landowner a sense of real estate tax impact.

WHAT DOES IT MEAN TO "RESET"... Taxing authorities must "reset" the 2020 tax millage rate to generate the same level of tax revenue using the revised assessments BEFORE considering any change in tax rates for 2021 during the normal budget process. This is an example of reset using the **UPDATED** values:

	Original Billing	Reset	Reset
Assessment	$ 3,161,124,450	$ 6,365,742,100	$ 6,365,742,100
Millage Rate (limited to 3 decimal places)	8.487	recalculated	4.215
Tax Revenue (rounded due to decimal limits)	$ 26,828,463	$ 26,828,463 (same amount of tax revenues)	$ 26,828,463

The new assessed values in Delaware County take effect on January 1, 2021. Based on current information, it appears that roughly 42% of our landowners will experience lower assessed values, while the remaining 58% will see increased assessed values. This will have a corresponding impact on real estate taxes for each of those property owners.

As I mentioned, all taxing authorities must "reset" the 2020 tax millage rate to generate the same level of tax revenue using the revised assessments.... BEFORE considering any change in tax rates for 2021. The reset cannot result in an increase or reduction in tax revenue for the current year.

In the example on your screen, we start with the original assessed value, millage rate and tax revenue. We know that after the re-set, the tax revenue must remain unchanged. We can determine the new or "re-set" millage rate based on the known tax revenue (same as before the re-set) and the new assessed value. In this scenario, the new millage rate would be 4.215. Remember, this is just an example.

REASSESSMENT - ESTIMATE #1 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 155,000	$ 330,000	113%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,315	$ 1,391	$ 76

Let's take a look at how this would affect an individual landowner.

In this example, the original assessed value of a given property was $155,000 and the Township tax was $1,315.

In this sample, using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $330,000, we can estimate the impact on this property. The new tax would be $1,391, an increase of $76.

REASSESSMENT - ESTIMATE #2 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 120,000	$ 225,000	88%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,018	$ 948	$ (70)

Let's look at another example.

Here, the original assessed value was $120,000 and the Township tax was $1,018, based on the existing millage rate of 8.487.

Using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $225,000, the Township tax would be $948, a decrease of $70.

Remember, this is just a theoretical example. We do not yet know what the "Re-Set" millage rate will be.

2021 Proposed General Fund Revenues

Revenue Category	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Property taxes	$26,393,863	$26,448,568	($54,705)	(.2%)
Act 511 taxes	$3,626,875	$3,975,000	($348,125)	(9%)
Licenses & permits	$2,275,500	$2,257,500	$18,000	.8%
Fines & forfeitures	$180,000	$180,000	--	--
Interest & rents	$735,617	$907,120	($171,503)	(18.9%)
Grants	$3,005,542	$3,457,102	($451,560)	(13.1%)
Department earnings	$6,567,296	$7,095,738	($528,442)	(8.9%)
Other income	$1,167,305	$1,055,193	$112,112	10.6%
Interfund transfers & Other	$3,507,902	$2,633,879	$874,023	33.2%
TOTAL	**$47,459,900**	**$48,010,100**	**($550,200)**	**(1.1%)**

Real estate taxes continue to be the primary source of funding in the general fund, representing $26.4 million or 55.6% of general fund revenues.

In addition, realty transfer taxes have been very high since 2016. This is a function of both high sales volume and high sale prices. We are proud that Haverford Township is such a desirable place to live, but we must be careful to avoid relying too heavily on transfer taxes, which tend to fluctuate with interest rates and the economy, particularly during this time of uncertainty. Therefore, we continue to utilize conservative estimates for realty transfer taxes each year.

We estimate business privilege and mercantile taxes based on prior year receipts. The COVID-19 Pandemic has forced so many businesses to shut down or curtail operations that we anticipate a material decrease in those revenue streams during 2021.

We anticipate lower than normal investment earnings in 2021, largely because our investments are tied to the federal funds rate, which currently is extremely low.

Inter-governmental revenues are difficult to predict, as the Commonwealth faces its own budget shortfall due to the COVID-19 Pandemic. We have been advised to expect

5-10% reductions in our annual pension aid from the State, requiring a greater portion of the Township's pension obligation (MMO) to be paid from general revenues. Likewise, highway aid from the Commonwealth will be approximately $130,000 lower in 2021, also resulting in greater funding from general revenues.

The COVID-19 Pandemic has negatively affected departmental revenues. Because our recreation and skating programs rely heavily on group activities which have been severely curtailed during the COVID-19 Pandemic, departmental revenues in those areas remain a big unknown. While we continue to take small steps toward full operation, the latest spike in COVID-19 cases is a reminder that we simply do not know what the future holds. We remain hopeful for a return to full operations, but we have budgeted accordingly in the event we are not able to offer our full complement of programs and activities in 2021.

Discussion on General Fund Expenditures

- Both CBA's call for 2.5% wage increase for Civilian & Police, respectively
- 1.2% increase in salaries & compensation costs
- 2.8% decrease in health care costs (decrease in self-funded Rx, dental)
- 3.4% decrease in property & casualty coverage premiums
- 12.4% increase in workers compensation coverage premiums
- 0% increase in MMO pension funding (not a valuation year)
- 12.5% increase in debt service (assuming $20M borrowing in 2021)
- 34.4% decrease in street lighting costs (completed Phase 1/2 EME project)
- 12.4% decrease in gasoline & diesel costs

Township management consistently looks for opportunities to increase efficiencies in how we accomplish our goals. Personnel costs (e.g. wages, health benefits, pension benefits, workers' compensation, and payroll taxes) represent approximately 63.9% of our budget. This is expected, as "people" are at the center of every service we deliver. There are no new full-time positions budgeted in 2021 and any new hires would fill vacancies from natural attrition. Keeping up with contractual wages is always challenging; however, the contractual increases coupled with natural attrition, resulted in a manageable 1.2% impact on our budget.

For the FOURTH year in a row, our health care consortium secured a 0% increase with our health care benefit renewal. Our self-insured prescription, dental, and vision benefit costs continued to outperform professional forecasts in 2020, so we are hopeful this trend will continue. The Township's pension contribution (MMO) remains unchanged at $5.8 million, as 2020 was not an official valuation year for our pension plans. We continue to fund the pension plans using market value calculations as opposed to the legally required minimums. At last valuation, our plans showed funding of 87.1% and 76.1% in the civilian and police pension plans, respectively. With a nearly 20% investment return in 2019 and the hope of positive returns in 2020, we are cautiously optimistic that the 2021 valuation (which will establish the 2022 and 2023

MMO calculations) will be favorable.

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Administration (400)	$949,027	$1,019,711	($70,684)	(7%)
Finance (402)	$789,930	$751,420	$38,510	5%
Human Resources (406)	$251,182	$200,588	$50,594	25%
Info Technology (407)	$574,121	$541,686	$32,435	6%
Facilities (409)	$1,088,966	$992,754	$96,212	10%
Police (410)	$18,111,060	$18,018,668	$92,392	.5%
Fire (411)	$960,137	$952,310	$7,827	.8%
EMS Administration (412)	$571,382	$521,339	$50,043	9%

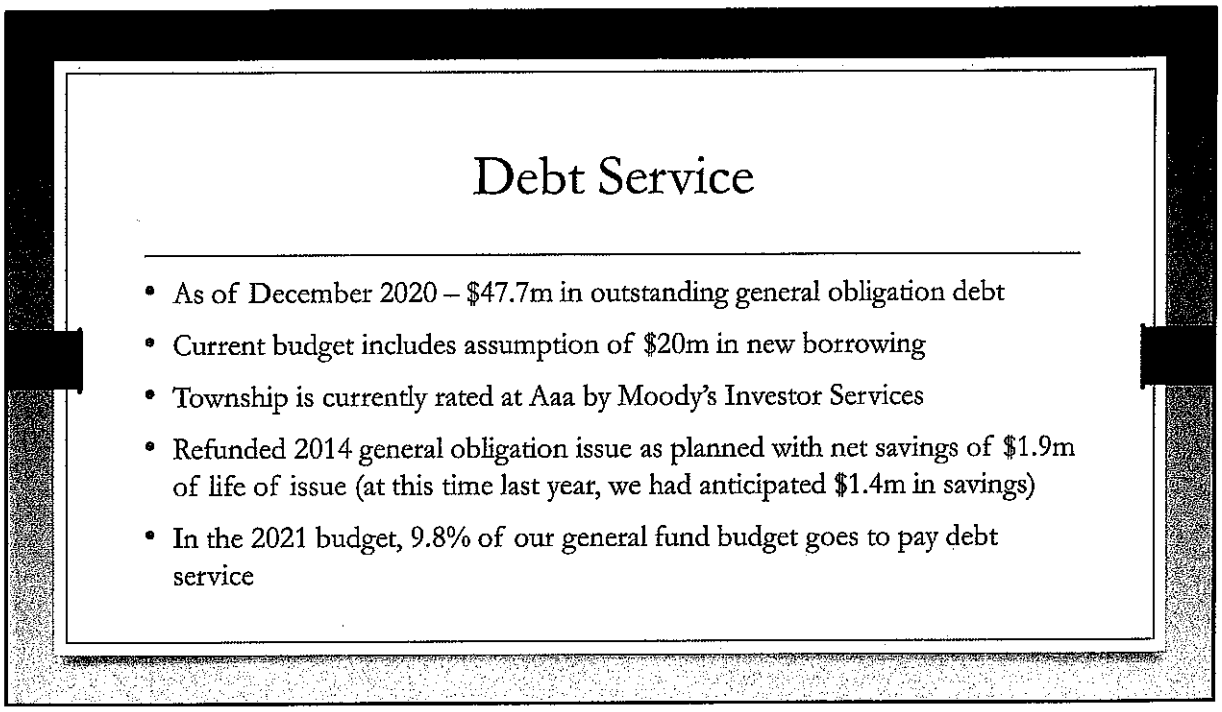
Expenditures by Department. HR.... Implementation of a new Employee Assistance Program that provides mental health and other resources anonymously to employees who are having difficulty.

2021 Proposed General Fund Expenditures

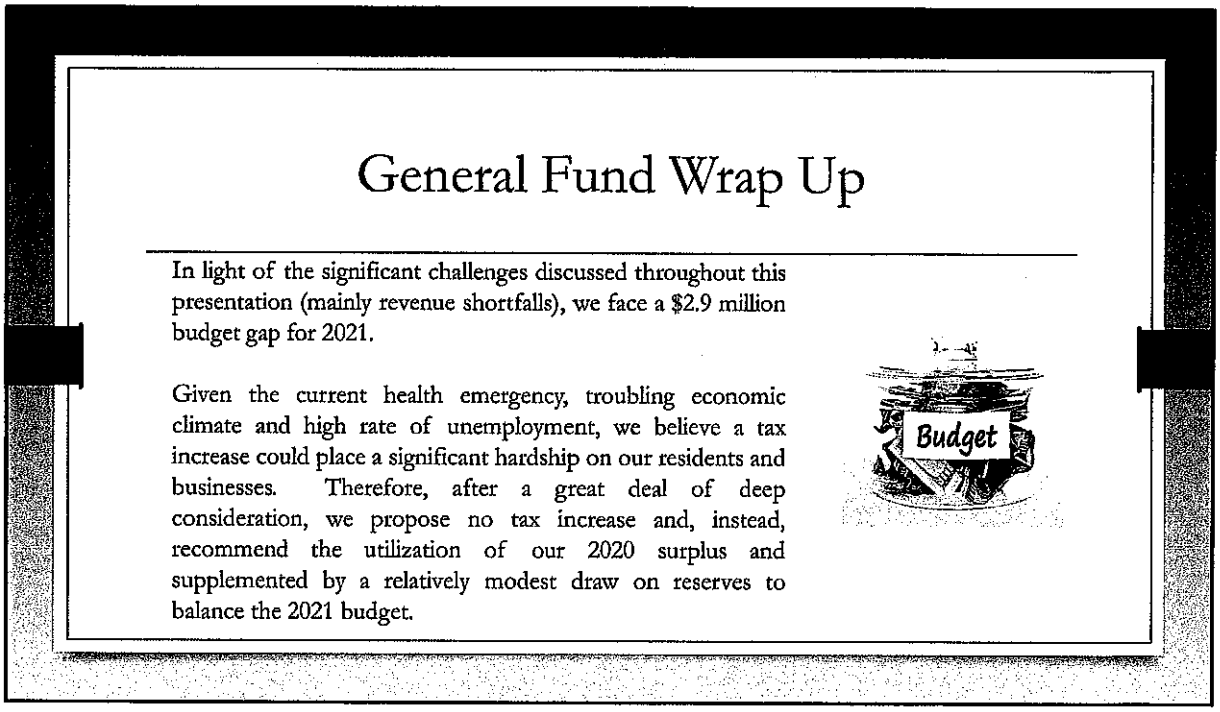
Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Code Enforcement (413)	$986,890	$1,083,659	($96,769)	(10%)
Community Development (414)	$524,962	$751,364	($226,402)	(30%)
Sanitation (427)	$5,169,346	$5,604,227	($434,881)	(8%)
Highways (430)	$4,707,600	$4,965,993	($258,393)	(5%)
Snow Removal (432)	$246,930	$256,930	($10,000)	(4%)
Street Lighting (434)	$589,200	$818,100	($228,900)	(28%)
Auxiliary (440)	$3,210,707	$3,319,029	($108,322)	(3%)
Parks & Recreation (450)	$2,008,524	$2,060,338	($51,814)	(3%)

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Ice Skating (451)	$711,005	$763,953	($52,948)	(7%)
Parks Maintenance (454)	$1,363,708	$1,259,712	$103,996	8%
Debt Service (471/472)	$4,645,223	$4,129,319	$515,904	12%
TOTAL	**$47,459,900**	**$48,011,100**	**($551,200)**	**(1%)**

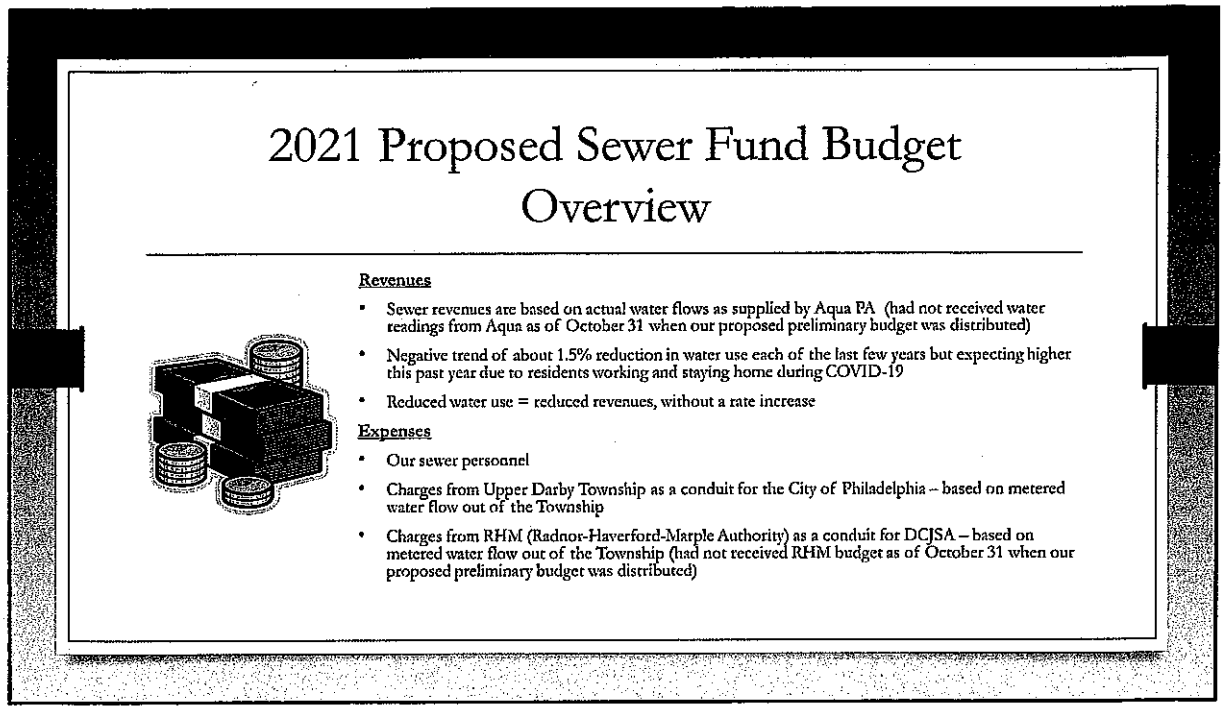


The timing of the long-awaited library renovation project and direction from the Board of Commissioners on the site of the former Brookline School will be the primary drivers of borrowing and debt service costs in 2021. For planning and budget purposes, we have incorporated debt service for $20 million of new borrowing in 2021. With this new anticipated debt service, our debt service costs will represent 9.8% of the general fund budget. In 2020, we refunded (aka "refinanced") our 2014 issue, resulting in savings of $1.99 million in future debt service costs.



In light of the significant challenges discussed throughout this presentation (mainly revenue shortfalls), we face a $2.9 million budget deficit going into 2021. Given the current health emergency, troubling economic climate and high rate of unemployment, we believe a tax increase could place a significant hardship on our residents and businesses. Therefore, after a great deal of deep consideration, **we propose no tax increase and, instead, recommend the utilization of our 2020 surplus and additional reserves to balance the 2021 budget.**

We do not make this recommendation lightly. We recognize the importance of healthy reserves for long-term fiscal stability and for maintaining a solid position in the world of public finance. Rather than supporting spending outside our means, the use of reserves should support isolated events. We feel strongly that the rare combination of circumstances in the world today represents such an isolated event. Indeed, we are in the midst of a worldwide pandemic, high unemployment and a countywide reassessment. Even with the proposed utilization of fund balance, our reserves remain healthy. We are cautiously optimistic that our operations and revenue streams will return to near normal levels by this time next year when we are preparing the 2022 budget.



SEWER FUND REVENUE OVERVIEW

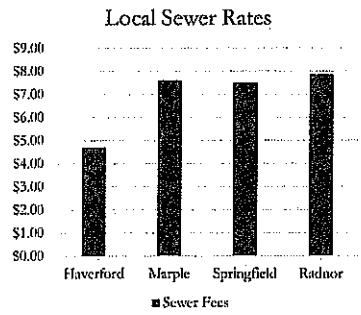
Sewer rents charged to all properties on public sewer are the largest revenue generator of this fund at $4.5 million. We recommend utilizing $280,000 of sewer fund reserves to balance the budget, while still retaining healthy fund balance levels. These funds will support the purchase of a large piece of sewer equipment needed in 2021. Our sewer rents are based on water usage as supplied to us by Aqua PA for the period (10/1/2019 - 9/30/2020). Since we had not received the water readings when the preliminary budget went to print, our early opinion WAS that a rate increase of $.30 per 1,000 gallons of water consumed will be necessary, assuming a slight increase in flows (after several years of decreased consumption). The anticipated increase in consumption is due solely to quarantine and the number of people working from home. Other revenue sources include various smaller line items such as investment earnings, lateral permits, etc.

By way of an update, we recently received our actual water readings from Aqua and, while we will still need to increase our rates, it could be much lower than originally anticipated.

SEWER FUND EXPENSE OVERVIEW

The largest expenses in the sewer fund are payments to Radnor-Haverford-Marple Sewer Authority ($1.6 million) and Upper Darby Township ($1.5 million) for sewage processing through Delcora and the City of Philadelphia systems. Township personnel costs represent just 13% of the sewer fund operating budget.

2021 Proposed Sewer Fund Budget Overview



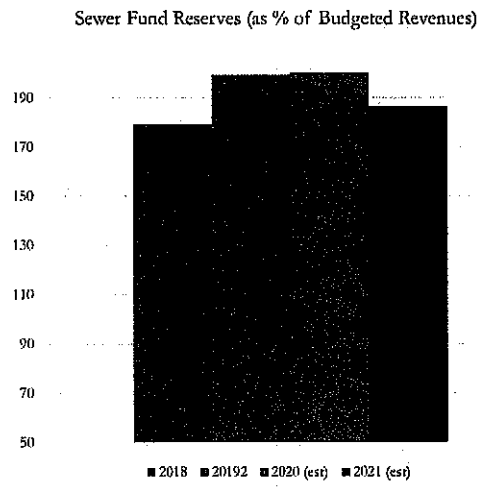
- After a two year reduction in the sewer rate, the 2021 budget includes an increase back to the level we were at in 2017 ($4.70/1,000g water used); this may not be sustainable in future years.
- We are proposing to use a small amount of our reserves to balance te 2021 budget ($280,000); still leaving a very healthy reserve for future needs.
- In an ideal situation, only sewage waters would be in the pipes but with aging infrastructure, we have I&I issues which inflate the metered flows out of the Township.
- Future discussion may include a change in billing structure (EDU fees as opposed to basing on water usage).

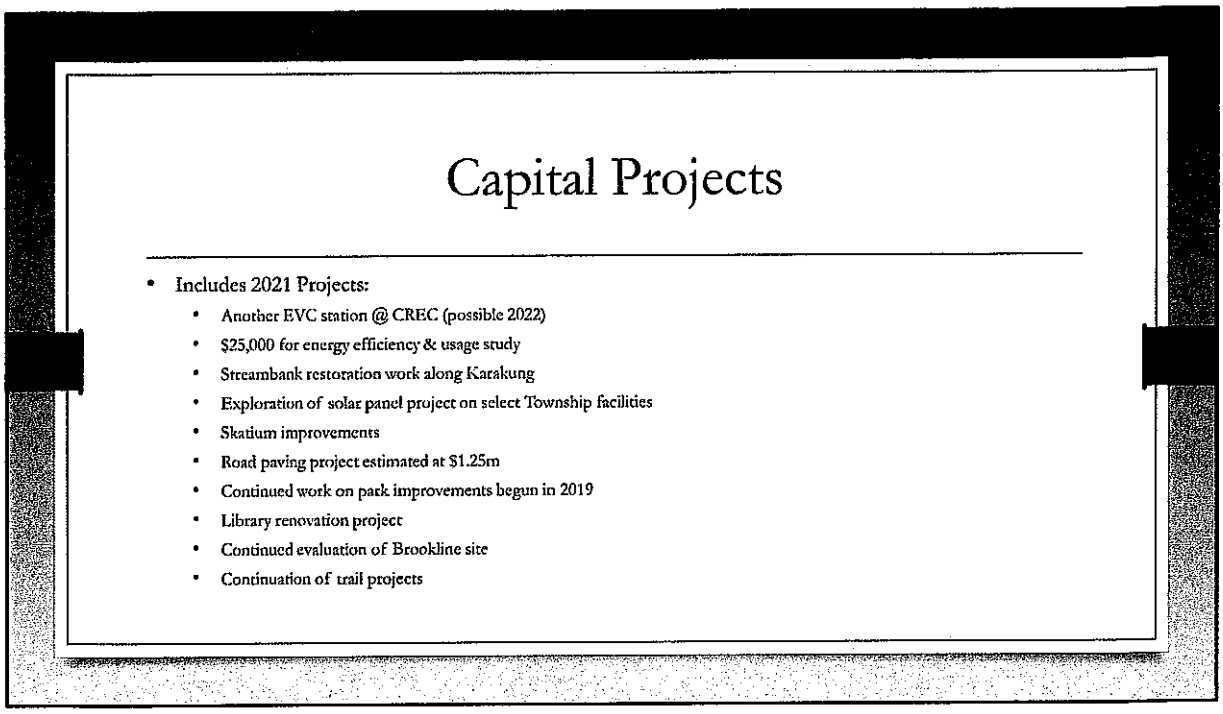
As discussed, our sewer rates are based on consumption data reported by Aqua. In recent years, we have observed a consistent decrease in water consumption. While this is generally good for the environment, reduced water consumption does not translate directly into reduced cost for sewage conveyance and treatment. For this reason, we may wish to examine our sewer rate structure to determine whether another methodology, such as a flat rate, is more appropriate.

Discussion on Use of Sewer Fund Reserves

When is it appropriate?

- When additional funds are needed to respond to a crisis or emergency
- When additional funds are needed to address unanticipated short-term revenue shortfalls
- To stabilize rate increases in unusual times





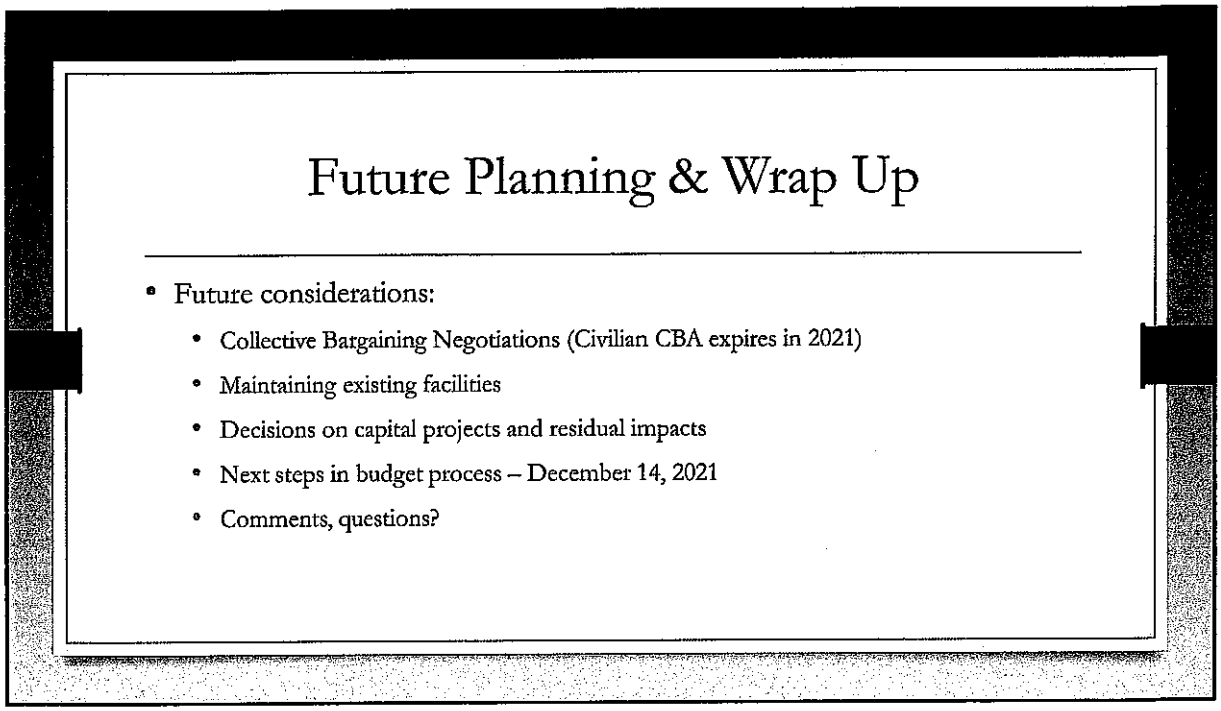
The capital projects fund budget is largely a planning document. The inclusion of a project in the budget does not represent final approval. Each and every contract regarding such projects must go before the Board of Commissioners for final approval. Frequently, planned projects are deferred to future years because of an logistical or financial challenge.

In the fall of 2020, the Board voted to authorize the Township Manager to take steps necessary to finalize the design of a renovation of our current library. In addition, we anticipate continued discussion and a subsequent decision regarding the site of the former Brookline School. Final decisions regarding these two projects may change the direction of the entire capital projects budget.

Other noteworthy projects include:

- Extension of Darby Creek Trail
- Continued exploration of a proposed solar panel purchase and installation on select Township facilities
- Road paving program (estimated at $1.25 million)
- Streambank work along Karakung Drive

- Completion of the Darby Road Streetscape and South Ardmore Parking Lot projects
- Parking improvements at Mill & Karakung SEPTA site
- Improvements to the Skatium Plaza and entrance doors
- Continued work on Pennsy Trail extension, including the Manoa Road pedestrian bridge
- Continued support of Historic Society projects
- Funding for a formal energy efficiency & usage study
- Additional electric vehicle charging station at the CREC
- Continued parks and trail projects



Key highlights:
- No proposed increase in property taxes.
- No proposed increase in our trash/recycling fee.
- Sewer Rate increase – about $0.15 per gallon to $4.55 (lower than originally anticipated)
- For planning purposes, we assume $20 million in new borrowing

I want to thank Assistant Township Manager and Finance Director Aimee Cuthbertson for spearheading the budget process during this most challenging year.

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, DECEMBER 7, 2020

7:00 P.M.

Commissioner Committee Updates

Police Crime Report

Discussion: 2021 Proposed Budget Changes

NEXT WEEK:

Ordinance No. P26-2020	**2021 Sewer Fee (2nd Reading)**
Ordinance No. P27-2020	**2021 Trash Fee (2nd Reading)**
Ordinance No. 2917-2020	**2021 Tax Rate (first reading is final)**
Ordinance No. 2918-2020	**2021 Budget Appropriations (first reading is final)**
Ordinance No. P24-2020	**Shade Tree Ordinance (2nd Reading)**
Ordinance No. P25-2020	**Traffic (2nd Reading)**
Ordinance No. P28-2020	**Traffic (1st Reading)**
Ordinance No. P29-2021	**Amending Chapter 136 - Police Services (1st Reading)**
Ordinance No. P30-2021	**AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS (1st Reading)**
Ordinance No. P31-2021	**Purchase of 1744 Burmont Road (1st Reading)**
Resolution No. 2196-2020	**2021 Commissioner, Boards and Commissions Meetings**
Resolution No. 2197-2020	**Sewer Module - Greenbriar**
Resolution No. 2198-2020	**Preliminary/Final Subdivision – Pelham**
Resolution No. 2199-2020	**2021 Karakung Drive Sunday Closing**
Resolution No. 2200-2020	**Revised PaDot Multi Modal Haverford/Ardmore Avenue Pedestrian Walkway**

Contract Awards

Township Building/Police Department – HVAC/BAS Systems – Two year Contracts

Recreation Department - Veterans Field Lighting Improvements – BID Opening is December 8th.

Recreation Department – Upgrade to Audio Visual System at the CREC

Proclamation: Achille A.Vallorani (AKA Albert Vallorani) - "100 Year Birthday" milestone

FINAL BUDGET MEETING/REGULAR MEETING: DECEMBER 14, 2020

Ordinance No. 2917- 2020

Tax Levy 2021

Motion: to adopt Ordinance No. 2917 - 2020 fixing the tax rate for the year 2021 at 4.218 mills.

A two percent (2%) discount shall be allowed if the bill is paid on or before sixty days from the date of the bills. If discount period is disregarded, the face amount of all bills shall be payable on or before one hundred and twenty days from the date of the bills. If said bill is not paid on or before one hundred and twenty days from the date of the bill. A penalty of ten percent (10%) shall be added. All unpaid real estate taxes as of December 31, 2021 will be turned over to Delaware County Tax Claim Bureau for collection. Failure to receive tax notice does not relieve any taxpayer from the payment of any taxes imposed by Haverford Township, nor does failure to receive tax notice entitle property owner to discount or remission of penalty.

Township of Haverford

By: William F. Wechsler
President

Attest: David R. Burman
Township Manager

ORDINANCE NO. 2918-2020

2021 BUDGET APPROPRIATIONS

To appropriate funds established to be required for specific purpose of financing the municipal government for the year 2021 including all taxes, fees, service charges and other revenue sources provided within all funds.

Adopted this 14th day of December, 2020.

Township of Haverford

By: William F. Wechsler

President

Board of Commissioners

Attest: David R. Burman, Township Manager

ORDINANCE NO. P28-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95 Schedule XX: Special Purposes Parking Zones.

Installation: in front of 402 Steel Road
in front of 2945 Oakford Road

SECTION 2. Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at All Times.

Crest Road North Side, From Dover Road to a point 40 feet West.

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of , 2020

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P29-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

SECTION 1: TEXT AMENDMENTS

Article I Attendance at Places of Public Assemblage

§136-1 Police services supplied.

Where in the conduct or operation of supermarkets, shopping centers, private parking areas, tournaments and other events or public assemblages there are assembled large numbers of persons, the Chief of Police may, upon ~~payment~~ request and agreement to pay to the Township of the sums hereinafter specified, supply the number of ~~police~~ officers ~~he deems~~ necessary to properly supervise and police said activity in order to maintain public order, the safe and speedy conduct of traffic on the highways and in, into and out of parking areas and for the protection of property and the supervision of attendance of the persons, customers and patrons attending said activity. For planned and unplanned work resulting in partial or complete shutdown of a State Highway, the services and payments provided herein shall be required, unless waived by the Chief of Police.

§136-2 Rates; payment ~~in advance.~~

There shall be paid to the Township of Haverford for the police service provided under the terms of this Article the current prevailing ~~overtime~~ special detail rates. ~~In all cases, he charges herein shall be paid~~ The Chief of Police may require payment in advance and prior to the time the police service is required. In the event of cancellation by the requester with less than twelve (12) hours' notice, payment for a minimum of two (2) hours shall be required as set forth in this Article.

§136-3 Compensation; applicability of regular police benefits during extra duty.

~~The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, he shall assign this police service as extra work to those police officers who desire this additional service in an equitable manner, for which extra service they shall receive as additional compensation the sum of their overtime rate for the first two hours or less of such police service. If the extra duty is for less than two hours, the officer performing such duty shall be compensated as set forth above for the minimum of two hours. Any detail contracted by an outside entity wishing to cancel prior to the detail has to notify the department at least one hour prior to the start time or is subject to be charged for a minimum of two hours. This compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.~~

A. The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, the Chief of Police shall assign this police service in an equitable manner as extra duty to those police officers who desire to provide this additional service. For this extra duty, officers shall receive as additional compensation their overtime rate for the hours worked. If the extra duty is for less than two hours, the officer performing such duty shall be compensated for the minimum of two hours. This

compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.

B. When an officer accepts an extra duty assignment and it is cancelled by the requester twelve (12) or more hours prior to the reporting time of the extra duty, the notified officer shall not be compensated and the notified officer shall be placed at the top of the detail list.

C. When an officer accepts an extra duty assignment and it is cancelled by the requester less than twelve (12) hours prior to the reporting time of the extra duty, the notified officer shall be compensated at their overtime rate for two (2) hours pay. The cancelled officer shall be placed at the top of the detail list if the assigned extra duty was greater than four (4) hours.

D. When an officer accepts an extra duty assignment and it is cancelled by the requester after the reporting time but prior to half of the extra duty assignment having been completed, the officer shall be compensated at their overtime rate for half of the extra duty assignment or two (2) hours pay, whichever is greater.

E. When an officer accepts an extra duty assignment and it is cancelled by the requester after half or more of the extra duty assignment has been completed, the officer shall be compensated at their overtime rate for the full time of the extra duty assignment as if the entire assignment had been completed.

§136-4 Assignment of policemen during regular duty; compensation; temporary employment of policemen from adjacent municipalities.

At any time if there are not sufficient officers available to supply this police service from the list of police officers who desire to provide this police service ~~extra duty,~~ the Chief of Police may~~, if available,~~ assign available officers, if any, during their regular assignment. ~~, in which event they~~ In this case, officers shall receive no additional compensation. ~~, or the~~ Alternatively, the Chief of Police temporarily may employ ~~temporarily for this extra service, as an emergency,~~ regular police of adjacent or adjoining municipalities for this extra service.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

SECTION V: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED this XXth day of January, 2021.

TOWNSHIP OF HAVERFORD

By: _____
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P30-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD",
FURTHER AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS".

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, Delaware County, Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1: TEXT AMENDMENTS

Chapter 30 PENSIONS AND EMPLOYEE BENEFITS

Article III Police Pension Plan

§ 30-28.1 **Act 44 Retirement Program.**

C. Eligibility.
Eligibility for the Act 44 Program shall be determined as follows:
(1) Police officers who have not retired prior to the implementation of the Act 44 Program may enter into the Act 44 Program ~~on the first day of any month~~ following completion of 25 years of credited service and attaining the age of 53 for police officers hired after 8/1/2014, and following the completion of 25 years of credited service and attaining the age of 52, for police officers hired before 8/1/2014..

D. Written election.
Eligible officers who wish to be participants in the Act 44 Program must signify that intention in writing as follows:
(1) A police officer electing to participate in the Act 44 Program must complete and execute an Act 44 Program participation election form prepared by the Township, which shall evidence the member's election to participate in the Act 44 Program. The form must be signed by the police officer and be notarized and submitted prior to the date on which the member wishes Act 44 Program participation to commence. The Act 44 Program participation election form shall include an irrevocable notice to the Township, by the police officer member, that the police officer shall resign from employment with the Police Department effective on a specific date (the "resignation date") that is no later than sixty months ~~three years~~ from the effective date of Act 44 Program Election Form. A police officer shall cease to work as and may no longer

be employed as a police officer on the officer's resignation date, unless the Township properly terminates or honorably discharges the officer prior to the resignation date. A participant may resign from employment while in the Act 44 Program status, which shall terminate his/her participation in the Act 44 Program.

E. Benefit calculation.
For all pension plan purposes, continuous service of a police officer participating in the Act 44 Program shall remain as it existed on the effective date of commencement of participation in the Act 44 Program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Township Police Pension Plan. The average monthly compensation of the police officer for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the Act 44 Program. For officers hired prior to 1/1/2016, the balance of any accumulated time available to the ACT 44 participant will be paid in full in the Act 44 participant's final paycheck issued prior to entering the Act 44 Program. Thereafter, during the time in which the ACT 44 participant remains employed with the Township, if the Act 44 participant accumulates additional leave time, the balance of any additional accumulated leave time shall be paid in full in the ACT 44 participant's final paycheck issued prior to resignation. In no event shall the ACT 44 participant's leave time accumulated during the course of their Act 44 Program be used to recalculate any pension benefit at the time of the ACT 44 participant's resignation. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the pension plan. The pension benefit payable to the members shall increase only as a result of cost of living adjustments in effect on the effective date of the member's participation in the Act 44 Program or by applicable cost of living adjustments granted thereafter.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

SECTION V: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED this th day of January, 2021.

TOWNSHIP OF HAVERFORD

By: _____
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P31-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE ACQUISITION OF 1744 BURMONT ROAD, HAVERTOWN, PA, SUBJECT TO AN APPRAISAL, REVIEW AND ACCEPTANCE BY THE TOWNSHIP SOLICITOR OF THE AGREEMENT.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1. Pursuant to Section 707, Paragraph A of the Home Rule Charter, the Township hereby authorizes the Township Manager to execute an Agreement of Sale for the purchase of the property known as 1744 Burmont Road, Havertown, PA and identified by Delaware County Tax Parcel No. 22-09-00249-00 for Three Hundred Thousand Dollars ($300,000.00). Authorization is subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final Agreement

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED THIS ____DAY OF _____, 2020.

TOWNSHIP OF HAVERFORD

By: _____
William Wechsler, President
Board of Commissioners

ATTEST:

_____
David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2196 - 2020

WHEREAS, the Township of Haverford, in January 1977, became a Home Rule Municipality; and

WHEREAS, the Home Rule Charter provides that the dates of public meetings to be held during the year by the Board of Commissioners shall be set forth in a Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the following are the dates of the public meetings to be held during the year 2021 unless otherwise advertised.

BOARD OF COMMISSIONERS

MONDAY, January 4, 2021 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 1
March 1
April 5
May 3
June 7
July – NO WORK SESSION
August 2
September - NO WORK SESSION – Rosh Hashanah
October 4
November – NO WORK SESSION
December 6

REGULAR MEETINGS – 7:00 P.M.

January 11
February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 12 – Tuesday (Day after Columbus)
November 8
November 15 – Prelim. Budget Meeting
December 13 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE	1st Tuesday, 7:30 PM, Meeting Room C
RHM SEWER AUTHORITY	1st Tuesday, 7:00 PM, at RHM
FRIENDS OF THE GRANGE	1st Thursday, 7:15 PM, at the Grange
ZONING HEARING BOARD	1st and 3rd Thursdays, 7:45 PM, Meeting Rooms A/B
HEALTH ADVISORY BOARD	2ND Tuesday, 7:00 PM, Meeting Room C (No meetings June, July and August)
PLANNING COMMISSION	2nd and 4th Thursdays, 7:30 PM, Meeting Rooms A/B
CABLE BOARD	2nd Wednesday, 7:00PM, Meeting Room C January, March, May, September and November

HISTORICAL COMMISSION	**3rd Monday, 7:00 PM, Meeting Room C**
SENIOR CITIZENS ADVISORY BOARD	**3rd Tuesday, 7:00 PM, Meeting Room C** **Feb, March, April, May, Sept, October & November**
ICE RINK ADVISORY BOARD	**3rd Tuesday, 7:30 PM, at the Skatium**
HUMAN RELATIONS COMMISSION	**3RD Wednesday, 7:00 PM, Meeting Room C** **(Quarterly – February, May, September, December)**
SHADE TREE COMMISSION	**4TH Monday, 7:30 PM, Meeting Room C**
LIBRARY BOARD	**3RD Wednesday, 7:00 PM, Library Board Room**
PARKS AND RECREATION	**4TH Tuesday, 7:30 PM, Meeting Rooms A/B**
BUREAU OF FIRE	**4TH Tuesday, 7:00 PM, at the Manoa Fire House**

NO Township meetings/events will be held on the following dates

Jewish High Holy Days

Passover – No meetings after 4 p.m. Thursday, April 15th.

Rosh Hashanah – No meetings beginning 4 p.m. Monday, September 6th, No Meetings on Tuesday, September 7th and Wednesday September 8th.

Yom Kippur – No meetings beginning 4 p.m. Wednesday, September 15th and No Meetings on Thursday, September 16th.

Election Days

Primary - TBA

General - November 2, 2021

RESOLVED THIS 14th day of December, 2020.

Township of Haverford

By: William F. Wechsler
President

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2197-2020

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located on Greenbriar Lane, Havertown, known as D.C. Folio No. 22-09-01348-00, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and

WHEREAS, said development will be served by sewer tap-ins; and

WHEREAS, the projected flows will not exceed the design and/or permitted capacity of the said Darby Creek system; and

WHEREAS, Haverford Township finds that the development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

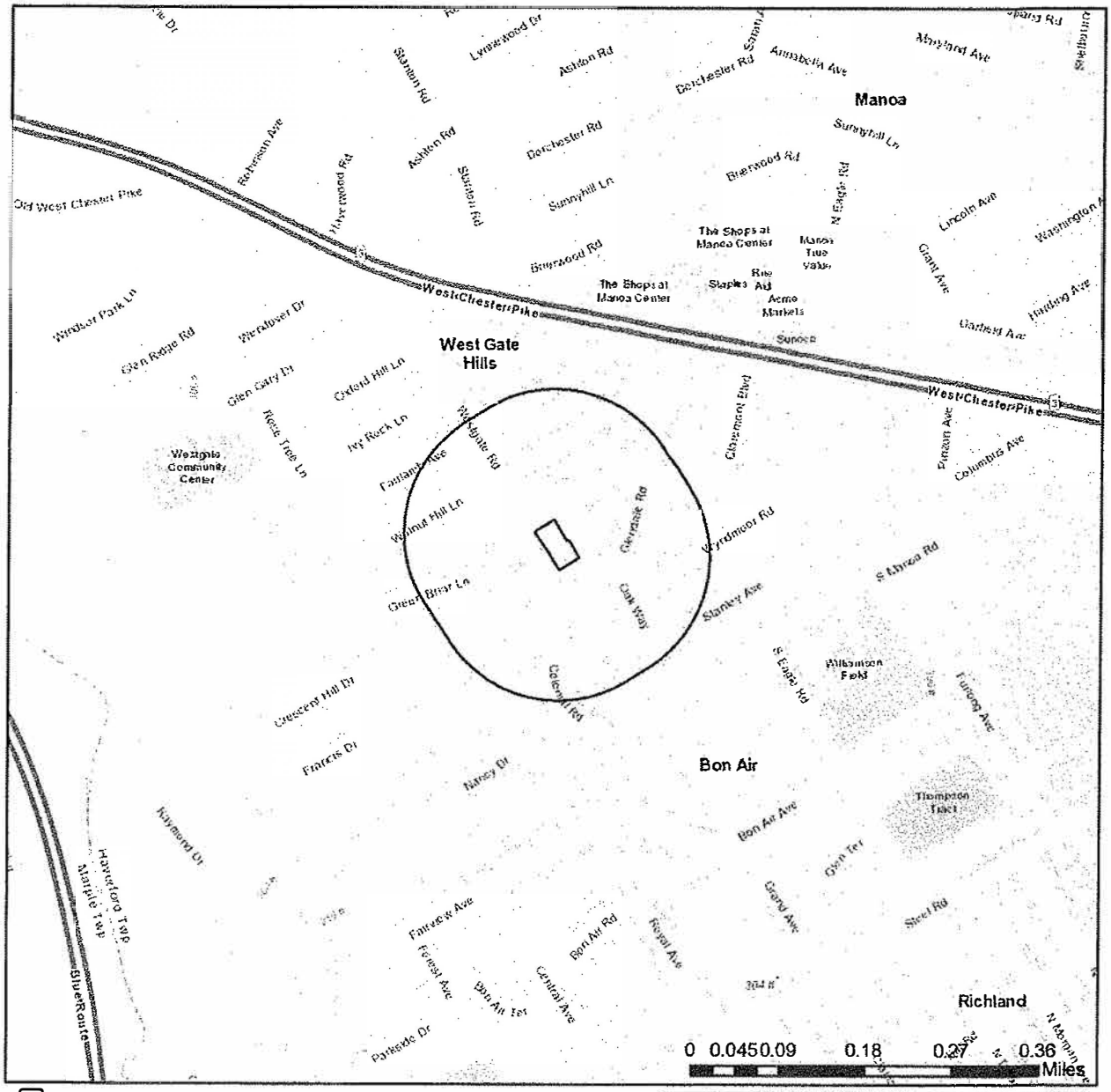
RESOLVED this 14th day of December, A.D., 2020.

TOWNSHIP OF HAVERFORD

By:
William F. Wechsler
President
Board of Commissioners

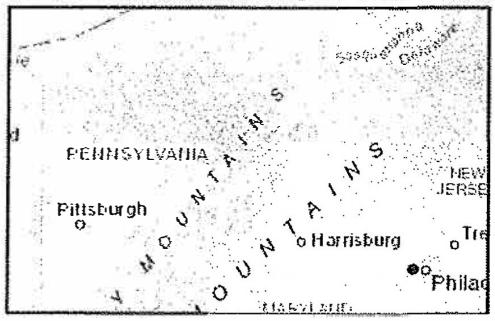
Attest: David R. Burman
Township Manager/Secretary

Two lot residential development



☐ Project Boundary

☐ Buffered Project Boundary



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS,

RESOLUTION NO. 2198-2020

WHEREAS, the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 has been submitted to permit the subdivision of an existing 14,252 square foot parcel into two (2) lots. The existing single family dwelling will remain on Lot "1" and is proposed to contain a net lot area of 6,928 square feet, resulting in the creation of a 7,324 square foot parcel (Lot 2) with one new single family dwelling and associated improvements. The subject property is within the R-4 Zoning District, and is located in the 6th Ward. The aforesaid plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020; and

WHEREAS, a variance was granted by the Zoning Hearing Board on July 30, 2020 from §182-713.B, to allow the subdivision of the property where the exiting single family dwelling will remain non-conforming in respect to the required front yard setbacks along Homestead Road and Pelham Avenue; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, November 12, 2020, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020, is **approved** subject to following conditions:

1. An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required. (§160 4.E(5)(d)).
2. A Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required for each lot. The permit plan should consider minor adjustments to the trench drain elevation to improve the slope between the drain and sidewalk.
3. A BMP Maintenance Agreement shall be executed and a contribution of $2,200.00 to the Township Stormwater Control and BMP Operation and Maintenance Fund shall be made. (§78-49, §78-51)

4. The stormwater calculations should include all areas within the Limit of Disturbance including the new impervious and bypass on Lot 2 and the proposed driveway and walks on Lot 1. There remain some modest bypass areas within the limit of disturbance on Lot 2 that need to be accounted for.

RESOLVED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

By:

William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD HAVERTOWN, PA 19083-2251
DEPARTMENT OF COMMUNITY DEVELOPMENT
(610) 446-3000 EXT. 3201

July 31, 2020

Mr. Thomas Thornton
68 Yale Road
Havertown, Pa 19083

Re: Zoning Hearing Board Case No. Z20-10

Dear Applicant:

You are hereby notified that a public work session of the Zoning Hearing Board was held on Thursday, July 30, 2020, at which time the above-mentioned variance was approved with the following conditions:

1. The project must be completed within one year and in accordance with the notes of testimony.

The written order is in preparation and will be filed in the office of the Department of Community Development, Township of Haverford, 1014 Darby Road, Havertown, PA. You will receive a copy of the written order, with the conditions of the Board more fully described, by mail.

Furthermore, this notice was mailed at the direction of the Zoning Hearing Board on the date set forth below by the Department of Community Development and shall commence the thirty (30) day period of a timely appeal in accordance with ACT #247, as amended, known as the PENNSYLVANIA MUNICIPALITIES PLANNING CODE

The Variance or Special Exception granted by the Board shall become Null & Void six months after the date of its issuance unless action has been taken to implement the development.

Any inquires regarding this matter shall be directed to the Department of Community Development.

Very truly yours,

Kelly Kline, Zoning Officer
Department of Community Development

Certified Mail
7019 1120 0000 8423 4835

cc: William Malone, Esq. Zoning Solicitor

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN APPROVED FOR RECORDING BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS THIS_____DAY OF_____, 2020.

_____
CHAIRMAN

_____
SECRETARY

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN RECOMMENDED FOR APPROVAL BY THE HAVERFORD TOWNSHIP PLANNING COMMISSION THIS_____DAY OF_____, 2020.

_____
CHAIRMAN

_____
SECRETARY

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION THIS_____DAY OF_____, 2020.

_____

_____

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN REVIEWED BY THE HAVERFORD TOWNSHIP ENGINEER THIS_____DAY OF_____, 2020.

_____
TOWNSHIP ENGINEER

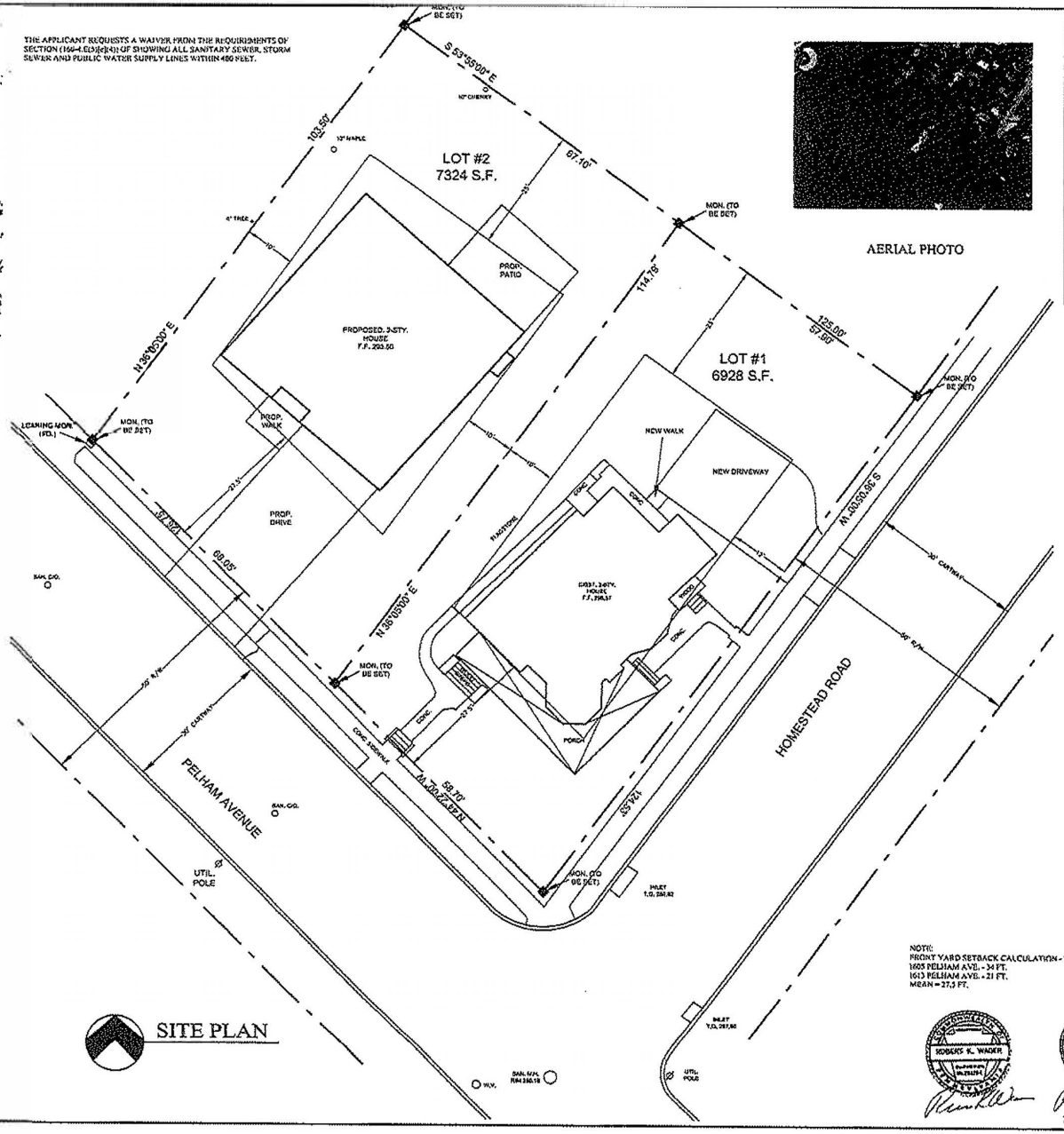
ON THIS, THE_____DAY OF_____, 2020, BEFORE ME THE UNDERSIGNED OFFICER, APPEARED, WHO BEING SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT HE/SHE IS THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE SUBDIVISION PLAN THEREON WAS MADE AT HIS/HER DIRECTION AND THAT HE/SHE ACKNOWLEDGES THE SAME TO BE HIS/HER ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

SIGNATURE OF OWNER_____

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

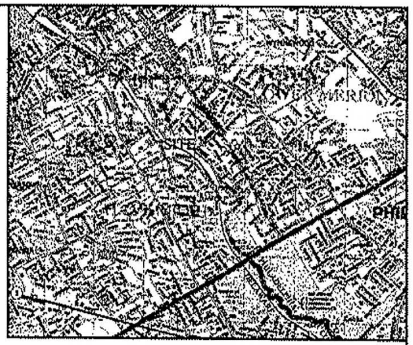
THE APPLICANT REQUESTS A WAIVER FROM THE REQUIREMENTS OF SECTION (160-4.E(3)(c)(4)) OF SHOWING ALL SANITARY SEWER, STORM SEWER AND PUBLIC WATER SUPPLY LINES WITHIN 400 FEET.



SITE PLAN

SCALE
10 0 10 20 30

AERIAL PHOTO



LOCATION MAP
1" = 2000'

TRACT AREA:
14,252 S.F. NET

ZONING REGULATIONS

R-4 ZONING DISTRICT	
LOT AREA	6000 S.F. MIN.
LOT WIDTH AT STREET	38 FT. MIN.
LOT WIDTH AT BLDG. LINE	50 FT. MIN.
BLDG. AREA	30% MAX.
FRONT YARD	30 FT. MIN.
SIDE YARD	8 FT. MIN., 20 FT. AGG.
REAR YARD	25 FT. MIN.
IMPERVIOUS COVER	45% MAX.
BLDG. HEIGHT	35 FT. MAX.

IMPERVIOUS COVER	LOT AREA 14,252 S.F.
EXISTING	
HOUSE	1316 S.F.
GARAGE	385 S.F.
DRIVE	675 S.F.
PATIOS	338 S.F.
WALKS	348 S.F.
TOTAL IMPERVIOUS	3462 S.F. (24.29)
TOTAL BLDG. AREA	1901 S.F. (13.34%)

IMPERVIOUS COVER	LOT AREA 6928 S.F.
PROPOSED - LOT 1	
HOUSE	1516 S.F.
WALKS	467 S.F.
DRIVE	594 S.F.
TOTAL IMPERVIOUS	2577 S.F. (37.20%)
TOTAL BLDG. AREA	1516 S.F. (21.88%)

IMPERVIOUS COVER	LOT AREA 7324 S.F.
PROPOSED - LOT 2	
HOUSE	1793 S.F.
DRIVE	636 S.F.
PATIO	319 S.F.
WALK	60 S.F.
TOTAL IMPERVIOUS	2808 S.F. (38.34%)
TOTAL BLDG. AREA	1793 S.F. (24.48%)

ZONING REGULATIONS

R-4 ZONING DISTRICT	REQUIRED	LOT 1(PROP.)	LOT 2(PROP.)
LOT AREA	6000 S.F. MIN.	6928 S.F.	7324 S.F.
LOT WIDTH @ STREET	38 FT. MIN.	58.70 FT.	68.05 FT.
LOT WIDTH @ BLDG. LINE	50 FT. MIN.	57 FT.	68 FT.
BLDG. COVERAGE	30% MAX.	21.88%	24.48%
FRONT YARD	30 FT. MIN.	20.64 FT.	30 FT.
SIDE YARD	8 FT. MIN., 20 FT. AGG.	5.56 FT., 18.48 FT.	8 FT., 20 FT.
REAR YARD	25 FT. MIN.	25 FT.	25 FT.
IMPERVIOUS COVER	45% MAX.	37.20%	38.34%

NOTE:
FRONT YARD SETBACK CALCULATION - TWO HOUSE
1605 PELHAM AVE. = 34 FT.
1613 PELHAM AVE. = 21 FT.
MEAN = 27.5 FT.

OWNER/APPLICANT

TOM THORNTON
68 YALE ROAD
HAVERTOWN, PA 19083

REVISED AS PER REVIEW OF 10-21-20 11-6-20
REVISED AS PER REVIEW OF 9-9-20 10-6-20

REVISIONS	ADD LOT	DRIVEWAY	7/29/20

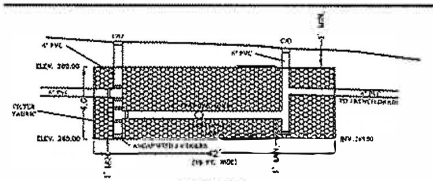
ROBERT K. WAGER, P.E.
1605 PELHAM AVENUE
HAVERTOWN, PA 19083
(610) 642-0981

RKW ENGINEERING SERVICES

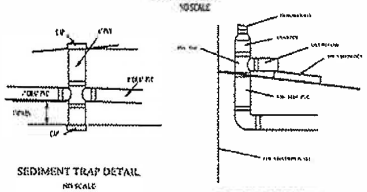
MINOR SUBDIVISION
RECORD PLAN
1613 PELHAM AVENUE, HAVERFORD TOWNSHIP
DELAWARE COUNTY PENNSYLVANIA

DATE:	SCALE:	DRAWN BY:	PROJ. NO.:
7/31/20	1"=10'-0"	RKW	19063

SHEET 1 OF 3



LOT 2 SEEPAGE BED
NO SCALE

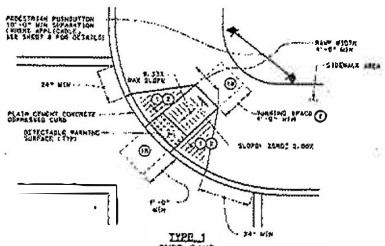


12" & 18" YARD DRAIN DETAIL
NO SCALE

DOWNSPOUT DETAIL
NO SCALE

SEDIMENT TRAP DETAIL
NO SCALE

① SIDE FLARES 10.00% MAX SLOPE.
② IF THE TURNING SPACE IS INDICATED TO BE LESS THAN 4'-00", CONSTRUCT SIDE FLARES @ 8.33% MAX SLOPE.
③ ADDITIONAL BROOM CONCRETE SURFACE OR REGRADE SLOPE OF ADJACENT GRASS AREA TO ACHIEVE 2% SLOPE OF SURFACES OF SIDES OF A 48"DIA CURB CHECK TEE.
④ A 8.33% MAX RAMP SLOPE, SEE NOTE 8 SHEET 1.
⑤ WHERE RAMPS REQUIRE A TURNING SPACE WITH A MAXIMUM CROSS SLOPE AND CONDITIONS SLOPE OF 2.00% EXIST. PEDESTRIAN PUSHBUTTON TO BE RELOCATED AS NECESSARY, SEE DETAILS FOR LOCATIONS AND DIMENSIONS.



TYPE 1 CURB RAMP

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL AND SAFETY REQUIREMENTS GOVERNING THE WORK SHOWN.
2. THE CONTRACTOR MUST VERIFY THE LOCATIONS AND DEPTHS OF ALL UNDERGROUND FACILITIES BEFORE THE START OF WORK.
3. GEOTEXTILE FILTER FABRIC SEDIMENT CONTROL BARRIERS SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
4. DISTURBED AREAS THAT WILL REMAIN EXPOSED FOR MORE THAN 20 DAYS SHALL BE MULCHED AND SEEDED.
5. EXISTING FEATURES FROM FIELD SURVEY BY RKWENGINEERING SERVICES, INC., OCT. 2020.
6. ELEVATIONS ARE BASED UPON APPROXIMATE USGS VERTICAL DATUM.
7. BOUNDARY INFORMATION FROM DEED PROVIDED BY CLIENT.
8. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE ON SITE AT ALL TIMES.
9. ALL DOWNSPOUTS SHALL BE EQUIPPED WITH LEAF STRAINING DEVICES.
10. ALL EXCESS FILL SHALL BE REMOVED FROM THE JOB SITE.
11. ALL ROOF DRAIN AND DETENTION BASIN PIPING SHALL BE SCHEDULE 40 OR BETTER.
12. ALL PERIMETER SILT FENCE SHALL BE SUPER SILT FENCE.
13. ALL SUBSTANDARD CURB AND SIDEWALK SHALL BE REPLACED.
14. A TOWNSHIP ROAD OPENING PERMIT WILL BE REQUIRED FOR THE DRIVEWAY AND UTILITY CONNECTIONS.
15. ALL CLEAN-OUTS ADJACENT TO OR IN THE DRIVEWAYS SHALL BE FURNISHED WITH TRAFFIC RATED COVERS.
16. FOUNDATION AS-BUILT PLANS WILL BE REQUIRED FOR LOT #2.
17. IF EXCAVATION IS PROPOSED WITHIN THE DRIPLINES OF TREES, CARE SHALL BE TAKEN TO MINIMIZE DISTURBANCE OF TREE ROOTS. ALL DISTURBED ROOTS SHALL BE CUT AS CLEANLY AND THE CUT ENDS COVERED

SCALE
10 0 10 20 30

TREE REPLACEMENT:

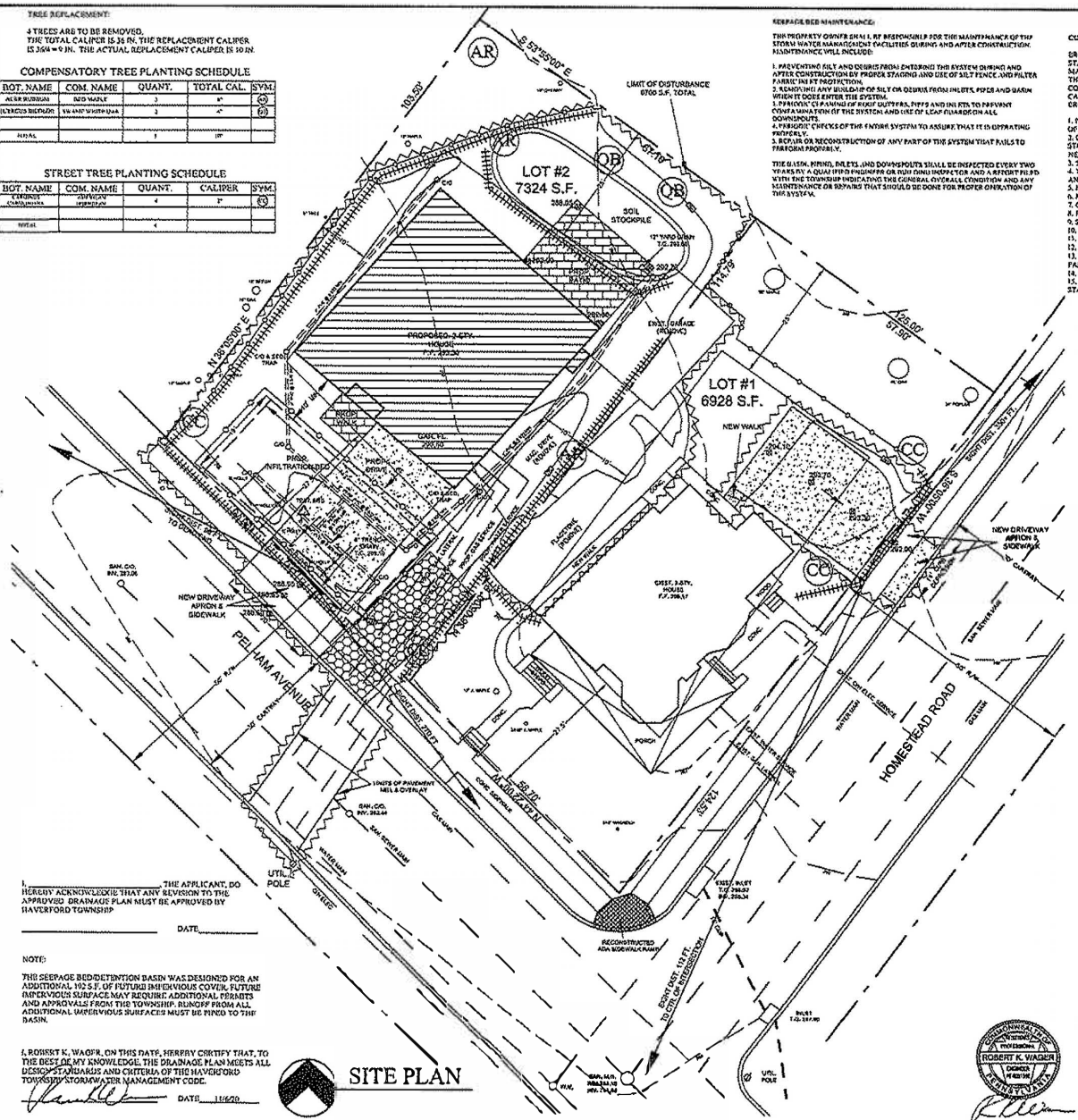
4 TREES ARE TO BE REMOVED.
THE TOTAL CALIPER IS 36 IN. THE REPLACEMENT CALIPER IS 36/4 = 9 IN. THE ACTUAL REPLACEMENT CALIPER IS 10 IN.

COMPENSATORY TREE PLANTING SCHEDULE

BOT. NAME	COM. NAME	QUANT.	TOTAL CAL.	SYM.
ACER RUBRUM	RED MAPLE	3	6"	(AR)
QUERCUS BICOLOR	SWAMP WHITE OAK	2	4"	(QB)
TOTAL		5	10"	

STREET TREE PLANTING SCHEDULE

BOT. NAME	COM. NAME	QUANT.	CALIPER	SYM.
CERCIDIS CANADENSIS	EASTERN REDBUD	4	2"	(CC)
TOTAL		4		



RESOLUTION NO. 2199-2020

WHEREAS, the Board of Commissioners wish is for individuals to enjoy open space and recreation especially during the Covid-19 pandemic in which outdoor activities and social distancing are strongly recommended; and

WHEREAS, nearly a 1,000 residents have recently signed a petition calling for the closure of Karakung Drive on Sundays throughout 2021 so that individuals and families can enjoy walking, biking, pushing strollers, running and appreciate the natural beauty of the Powder Mill Valley at a safe social distance during a time when recreational options for residents are severely limited; and

WHEREAS, the Board of Commissioners of the Township of Haverford desires, in accordance with the rules and regulations of the Pennsylvania Department of Transportation, to close State Highway, Karakung Drive, commencing:

Sunday – and only on Sunday – January 3,2021

From – 7 AM to Dusk to Sunday – December 26, 2021

And

Thursday November 25,2021(Thanksgiving) from 7 AM to Dusk

WHEREAS, the Board of Commissioners designate Haverford Police Department Chief John Viola to execute any documents with PaDot and be responsible for the safety and welfare of residents utilizing Karakung Drive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, authorizing this recreational project.

RESOLVED this 14th day of December, 2020

TOWNSHIP OF HAVERFORD

By: William F. Wechsler

President

Board of Commissioners

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2200-2020
Township of Haverford

PENNDOT Multimodal Transportation Fund (MTF) Program
Ardmore Avenue and Haverford Road
Proposed Intersection Improvements

BE IT RESOLVED, that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $650,000 from the Pennsylvania Department of Transportation to be used for the improvements of the intersection located at Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety.

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

RESOLVED this 14th day of December, A.D., 2020

TOWNSHIP OF HAVERFORD

BY: _____
William F. Wechsler, President
Board of Commissioners

I, _____, duly qualified Secretary of Haverford Township, Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a resolution duly adopted by a majority vote of the Haverford Township Board of Commissioners at the regular meeting held December 14th, 2020 and said Resolution has been recorded in the Minutes of Haverford Township and remains in effect as of this date.

THE TUSTIN GROUP
Integrated Building Services

Mechanical
Energy
Fire
Water
Construction

Tustin Energy Solutions

Maintenance Proposal for Building Systems

Date:
November 13, 2020

Proposal Number:
TES20234_R2

Prepared for:
Richard Maclary
Haverford Township
1010 Darby Road

Haverford PA 19083
Ph: 610-853-1298

Prepared by:
Brad Pappal c/o Cyndi Kirkpatrick
610.539.8200

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890

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11	Equipment List 4			
12	Terms & Conditions CII & CIV			

Tustin Energy Solutions - The Experience You Deserve

Summary

On behalf of The Tustin Group, we thank you for the opportunity to present our proposal for service. This proposal may include multiple options for your consideration. Please review the following pages for details.

Goals

1. Provide Preventative Maintenance of HVAC Automation Systems
2. Detailed Reporting of Automation Systems

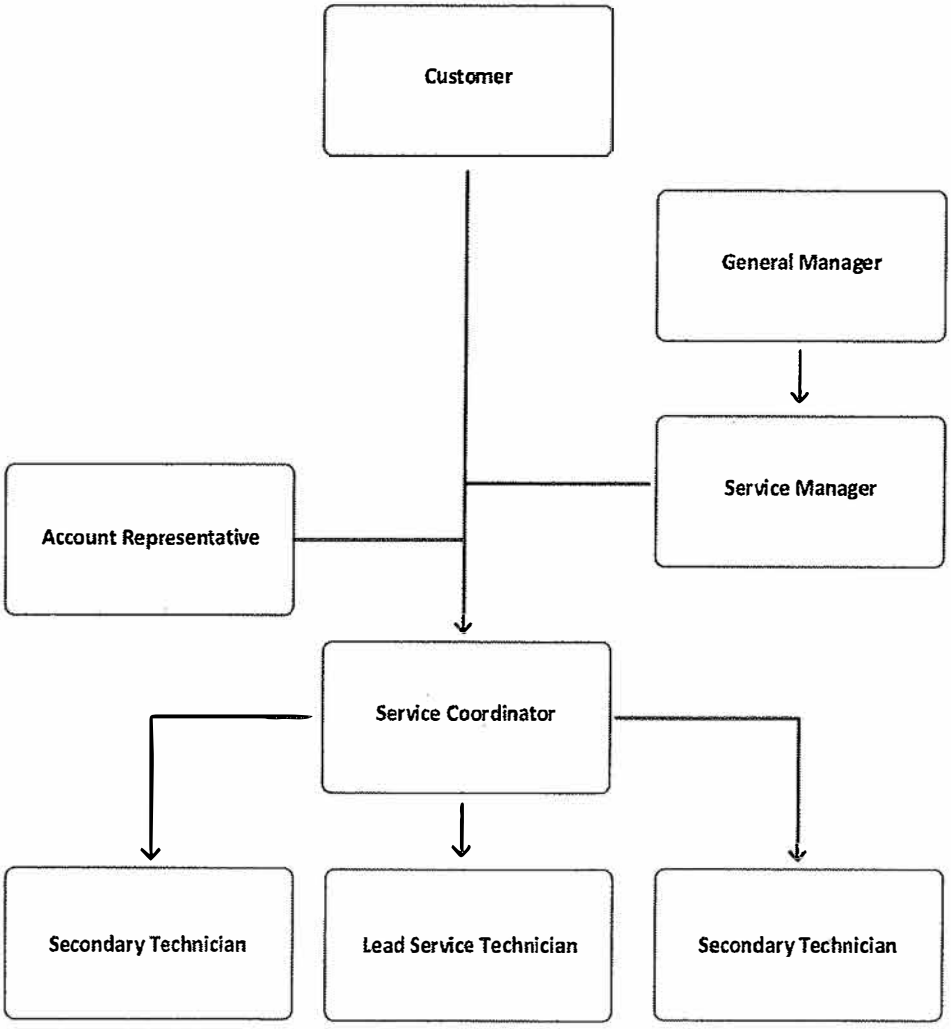
	Labor Rates (Cost / Hr)	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
1	Building Automation	$130	$131	$131	NA	NA
2	Non-Contract Rate Automation	$155	$160	$160	NA	NA
3	Overtime (Includes Saturdays / Sundays / Holidays)	Rate x 1.5				
4	Emergency Response	4 Hours or less				
5	Truck Charge	$48 For Non-Contract Only				

This proposal assumes that if granted, all parties will work together to develop mutually agreeable contract start date. Proposal is also based upon information provided at this time. Any revisions required at a later may be subject to price review. We reserve the right to withdraw this proposal if not accepted within 60 days.

Thank you for the opportunity. We look forward to working with you.

Brad Pappal c/o Cyndi Kirkpatrick
General Manager / Building Services Consultant

Organizational Chart (Service)



Tustin Energy Solutions - The Experience You Deserve

PRICING RECAP

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

Item No.	Site Location	Core Offering	Services	Status	Effective Date	Frequency	Unit Cost	Option Total Cost
1	Administration Bldg	Automation	CPM II	Pending	1/1/2021	Semi-Annual	$2,000	$4,000
2	End of List							

AUTOMATION SPECIAL PROVISIONS

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

***Via the user interfaces we* will provide the following:**

CPM II Program Agreement Option 1:

1. **Systems**
   - Verification of all input / output devices
   - Sequencing
     - Test all links, verify point mapping to existing database
     - Test email alarming
2. **Network Area Controller / Supervisory Systems**
   - Test network conductivity to all controllers
   - Backup all area controller(s)
   - Review onboard battery function - if applicable
   - Firmware revisions - if applicable
     NOTE: This proposal does not assume programming modifications for proprietary systems if full access user credentials along with programming tools are not embedded with system license.
     NOTE: This proposal does not assume upgrade costs for N4 upgrades if running any version of AX
3. **Remote Troubleshooting**
   - If remote access is available, TES will provide remote diagnosis at no additional charge.
4. **Final Reporting**
   - Provide spreadsheet of all controller and devices tested
   - Provide report of any system deficiencies
   - Energy procurement services
     - Full review of energy consumption and performance is included once annually

Exclusions

1. Premium time (unless noted otherwise) - all work included Monday - Friday 7am to 3:30pm (non holidays)
2. Full coverage services or replacement of damaged devices not specifically noted in scheduled equipment list
3. Energy Curtailment service / onsite testing for demand response provider
4. Extended warranty of existing equipment
5. Critical monitoring services - available upon request
6. Repair work (labor and materials)
7. Calibration of existing sensors and end devices
8. All materials

Thank you.

Tustin Energy Solutions - The Experience You Deserve

MAINTENANCE AGREEMENT FOR BUIDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

BY and BETWEEN:

Tustin Energy Solutions 2555 Industry Lane Norristown PA 19403-3907	**AND**	Haverford Township 1010 Darby Road Haverford PA 19083
hereinafter CONTRACTOR		hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S)

Contractor will provide the services described in the maintenance program indicated below, which are attached and made a part of this Agreement, In accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Administration Bldg	Automation
CPM II	Semi-Annual

and associated Terms and Conditions

AGREEMENT coverage will commence on January 1, 2021 (date). The AGREEMENT price is $4,000.00 per year, payable $2,000.00 per Semi-Annual in advance beginning on the effective date of January 1, 2021 (date) through December 31, 2022

NOTE: Proposal assumes a 2.5% annual increase

1st YEAR or WARRANTY ONLY: During defined period, the AGREEMENT price will be $ NA per _____. It is understood this 1st year pricing expires on NA (date).

SCHEDULES INCLUDED

This proposal is the property of Contractor and is provided for Customer's use only. Contactor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Signature (Sales Representative) Brad Pappal c/o Cyndi Kirkpatrick

Approved for Contractor:

Signature

Name & Title

Date

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
1	Building Automation	1		Distech EC-BOS 8 JACE 8000 Tit		NA	Municipal Bldg
2	Building Automation	1		Distech ECB-600		NA	Municipal Bldg
3	Building Automation	1		Protocessor		NA	Municipal Bldg
4	Building Automation	1		Aerco Boiler		NA	Municipal Bldg
5	Building Automation	1		Aerco Boiler		NA	First Floor Police Dep
6	Building Automation	1		Distech ECB-600		NA	Municipal Bldg
7	Building Automation	1		Daikin Microtech III		NA	First Floor Police Dep
8	Building Automation	1		Trane UC210 VAV controller		NA	Chiefs Office
9	Building Automation	1		Trane UC210 VAV controller		NA	Deputy Chief
10	Building Automation	1		Trane UC210 VAV controller		NA	Chief Secretary
11	Building Automation	1		Trane UC210 VAV controller		NA	Executive Conference
12	Building Automation	1		Trane UC210 VAV controller		NA	Detectives Suite
13	Building Automation	1		Trane UC210 VAV controller		NA	Detective Lieut.
14	Building Automation	1		Trane UC210 VAV controller		NA	CPU Detective
15	Building Automation	1		Trane UC210 VAV controller		NA	Detective Srgt
16	Building Automation	1		Trane UC210 VAV controller		NA	Copy
17	Building Automation	1		Trane UC210 VAV controller		NA	Detective Office
18	Building Automation	1		Trane UC210 VAV controller		NA	Detective Secretary
19	Building Automation	1		Trane UC210 VAV controller		NA	Detective Interview
20	Building Automation	1		Trane UC210 VAV controller		NA	Interview Room
21	Building Automation	1		Trane UC210 VAV controller		NA	Patrol Room
22	Building Automation	1		Trane UC210 VAV controller		NA	Patrol Srgt
23	Building Automation	1		Trane UC210 VAV controller		NA	Partrol Lieut.
24	Building Automation	1		Trane UC210 VAV controller		NA	Partrol Lieut.
25	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Unit

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
26	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Srgt
27	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Int
28	Building Automation	1		Trane UC210 VAV controller		NA	Training Rm 106
29	Building Automation	1		Trane UC210 VAV controller		NA	Roll Call Rm
30	Building Automation	1		Trane UC210 VAV controller		NA	K-9 Area
31	Building Automation	1		Trane UC210 VAV controller		NA	Animal Control
32	Building Automation	1		Trane UC210 VAV controller		NA	Interview Room 110
33	Building Automation	1		Trane UC210VAV controller		NA	Booking Office
34	Building Automation	1		Trane UC210 VAV controller		NA	Cell Block 2
35	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Room
36	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Custodian
37	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Processing
38	Building Automation	1		Trane UC210 VAV controller		NA	Arm Order Rm
39	Building Automation	1		Trane UC210 VAV controller		NA	Break Rm
40	Building Automation	1		Trane UC210 VAV controller		NA	Womans Locker
41	Building Automation	1		Trane UC210 VAV controller		NA	Mens Locker
42	Building Automation	1		Trane UC210 VAV controller		NA	Work Out Rm
43	Building Automation	1		Trane UC210 VAV controller		NA	Archive Storage
44	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Work Rm
45	Building Automation	1		Trane UC210 VAV controller		NA	Storage 129
46	Building Automation	1		Trane UC210 VAV controller		NA	Lobby C-2
47	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C
48	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C-3
49	Building Automation	1		Trane UC210 VAV controller		NA	Storage 112
50	Building Automation	1		Daikan Microtech III		NA	2nd Floor Municipal C

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
51	Building Automation	1		Trane UC210 VAV controller		NA	Receptionist 202
52	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Suite 204
53	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Workroom 204.1
54	Building Automation	1		Trane UC210 VAV controller		NA	Green Room 204.2
55	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Office 204.4
56	Building Automation	1		Trane UC210 VAV controller		NA	Financial Staff 205
57	Building Automation	1		Trane UC210 VAV controller		NA	Finance Director 205.
58	Building Automation	1		Trane UC210 VAV controller		NA	Codes Staff 206
59	Building Automation	1		Trane UC210 VAV controller		NA	Codes Staff 206.1
60	Building Automation	1		Trane UC210 VAV controller		NA	Code Director 206.1
61	Building Automation	1		Trane UC210 VAV controller		NA	Community Dev. Dire
62	Building Automation	1		Trane UC210 VAV controller		NA	Codes Active Files 20
63	Building Automation	1		Trane UC210 VAV controller		NA	Copy 210
64	Building Automation	1		Trane UC210 VAV controller		NA	Scan 211
65	Building Automation	1		Trane UC210 VAV controller		NA	H.R. 212
66	Building Automation	1		Trane UC210 VAV controller		NA	Copy 216
67	Building Automation	1		Trane UC210 VAV controller		NA	Conference Room 21
68	Building Automation	1		Trane UC210 VAV controller		NA	Manager Office 218
69	Building Automation	1		Trane UC210 VAV controller		NA	Manager Secretary 21
70	Building Automation	1		Trane UC210 VAV controller		NA	Parking Authority 220
71	Building Automation	1		Trane UC210 VAV controller		NA	P.W. Staff 221
72	Building Automation	1		Trane UC210 VAV controller		NA	P.W. Director 221.1
73	Building Automation	1		Trane UC210 VAV controller		NA	Break Room 222
74	Building Automation	1		Trane UC210 VAV controller		NA	Paramedic Director 2
75	Building Automation	1		Trane UC210 VAV controller		NA	Paramedic Director 2

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
76	Building Automation	1		Trane UC210 VAV controller		NA	Rec Staff 224
77	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Director 224.1
78	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Assistance 224.
79	Building Automation	1		Trane UC210 VAV controller		NA	Lobby C-1
80	Building Automation	1		Trane UC210 VAV controller		NA	Corridor
81	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C-B
82	Building Automation	1		Trane UC210 VAV controller		NA	Stair S-1
83	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
84	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
85	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
86	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
87	Building Automation	1		Trane UC210 VAV controller		NA	Caucus 225
88	Building Automation	1		Daikin Microtech III		NA	Municipal Bldg
89	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 8 and
90	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 10 an
91	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 6, 7 a
92	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 1, Co
93	Building Automation	1		Distech ECB_103		NA	Convector 6 and 7
94	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 4 and
95	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 2 and
96	Building Automation	1		Distech ECB_203		NA	Convector 1, 2 and 3
97	Building Automation	1		Distech ECB_203		NA	Convector 9, Unit Hea
98	Building Automation	1		Distech ECB_203		NA	Cabinet Heater 3, Co
99	Building Automation	1		Distech ECB_203		NA	Unit Heater 3 and 4. E
100	End of List						

COMPREHENSIVE II & CIV (CPM II & CPM IV) PROGRAM TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.

4. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.

5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

6. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

7. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

8. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

13. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.

14. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

15. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

16. This Agreement does not include preventive maintenance, repairs to the system(s), the provision or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

TUSTIN MECHANICAL SERVICES
2555 Industry Lane
Norristown, PA 19403

Ph: (610)-539-8200 Fax: (610)-539-2890

Proposal Date: 9/8/2020

Proposal Number: PGN33800

Agreement Number: _____

Bill To Identity

Township of Haverford
1010 Darby Road
Havertown PA 19083

Agreement Location

Township of Haverford
1010 Darby Road
Havertown PA 19083

TUSTIN MECHANICAL SERVICES will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: ***Global***

Schedules Included: *(Only Items Checked Apply)*

☑ Equipment Schedule	☑ Air Filter Service	☐ Water Treatment
☐ Building Automation	☐ Customized Service	☑ Special Conditions Service

Agreement coverage will commence on ____ .

The Agreement price is $ 19,200.00 per year, payable in advanced installments of $ 4,800.00 per Quarter from 1/1/2021 through 12/31/2022 .

This Agreement is the property of TUSTIN MECHANICAL SERVICES and is provided for Customer's use only. TUSTIN MECHANICAL SERVICES guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

_____
Signature (Sales Consultant)

Accepted for Company By:
_____
Signature

_____
Name & Title

9/8/2020 (610)-539-8200 (610)-539-2890
_____
Date / Phone / Fax

Customer

_____
Signature (Authorized Representative)

_____
Name (Print/Type)

_____
Title

_____
Date

Tustin Mechanical Services will perform quarterly mechanical inspections on all listed systems. These inspections will include a comprehensive (1) One Cooling Start-Up Inspection, (1) One Heating Start-Up Inspection and (2) mid season inspections.

Computerized tasking lists will be generated for each inspection so that each system receives the proper services to assure both peak performance and extended equipment life.

Spring cooling start up inspections will include the cleaning of all the condenser coils using the appropriate solvents and washers. All belts will be changed one time per contract year also in the Spring. The cost of belts are included in this agreement.

Air filters to be changed on a schedule of (4) four times per contract year using high quality pleated filters. The costs of filters are included in this agreement.

Exhaust fans will receive a semi annual inspection with a one time belt replacement in the Spring

Contract customers will receive priority emergency response times 24 hours a day 365 days a year. Any additional work performed outside the scope of this agreement will be billed at our current reduced preferred customer rate of
$125.00 / hour inclusive of overtime.

This Agreement provides the Customer with an ongoing, Comprehensive Preventive Maintenance Agreement. This Agreement will be implemented, scheduled, administered, monitored, and kept current by the Service Provider. The service activities will be planned and scheduled, on a regular basis, by our comprehensive maintenance scheduling and tasking system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's expertise. The Customer will be kept informed of the Agreement's status on a continuing basis utilizing a detailed Service Report, presented after each service visit for the Customer's review, approval signature and record.

SERVICE PROVIDER WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE FACILITY MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST the equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for motor winding resistance; excessive vibration; fan rpm; refrigerant charge; refrigerant oil (acid); water condition; flue gas analysis; safety controls, crankcase heaters; combustion and draft; control system(s), etc.
- INSPECTING for worn, failed, or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, tighten, calibrate, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING fan impellers & blades; coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; boiler, chiller and condenser tubes.
- ALIGNING belt drives; drive couplings; coil fins.
- CALIBRATING safety controls; temperature and pressure controls.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; control setpoints and limits; compressor cylinder unloaders; damper close-off; sump floats.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

REPAIR AND REPLACE: On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

THE TUSTIN GROUP
Integrated Building Services

Mechanical
Energy
Fire
Water
Construction

Tustin Mechanical Services

www.thetustingroup.com

Global Agreement
Labor & Material Covered

Maintainable Parts

*Condenser Fan Motor

*Evaporator Fan Motor

*Gas Valves, Draft Motors

*Refrigerant Leaks **(Piping & Coils Excluded)**

*T-Stats

*Safety Controls, Wiring, Contactors

*Bearings, Shafts, Pulleys

*Blower Wheels

*Condenser Blades

*Economizer Motor & Sensor

*Filters & Belts

*Condenser Coil Cleanings

Labor & Material
Not Covered/Billable

Non Maintainable Parts

*Heat Exchanger

*Condenser/Evap Coil

*Circuit Boards

*Duct Work

*Variable Frequency Drives

*Cabinets

*Boiler Refractory Material

*Main Power Service/Disconnects

*Structural Supports

*Electric Heating Elements/Bulbs

*Piping/Tube Bundles/ Boiler Shell

*Valve Bodies

*Oil Storage Tank

- Condensate Pans
- Compressors

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890

Global Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. There will be a one-time initial deficiency inspection at the commencement of this Agreement. If repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and any other cost.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within Ten (10) days of receipt. Should a payment become Thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, variable frequency drives, building automation, structural supports, piping, tube bundles, oil storage tanks and other similar items are excluded.

8. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.

9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.

11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. In consideration of the nominal charge made for our service, contractor should not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to negligent acts or omissions of our employees.

17. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

18. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.

19. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances; wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Hold Harmless and Indemnification. Vendor, for itself, its successors and assigns, hereby agrees, to the ex permitted by law, to indemnify, protect, defend and hold harmless the Township and the Township officers, attorneys, directors, employees, elected officials, agents, contractors, successors and assigns from and against and all losses, liabilities, claims, demands, causes of action, damages (including consequential and/or any othe damages allowed by law), costs, including attorneys' fees, and expenses of every kind and nature, whether or covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, errormission or willful misconduct (whether or not such acts or omissions constitute a violation of applicable law or of Agreement) on part of vendor, its agents, employees, officers,and/or subcontractors in connection with t Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, d to property, contamination or adverse effects on the environment, any liability for fines, fees or penalte violations of any statutes, ordinances, codesrules, regulations or standards applicable to the services performed vendor, its agents, officers, employees and/or subcontractors. This obligation to indemnify, defend and h harmless Haverford Township, and Haverford Township's officers, directors, employees, elected officials successors and assigns, shall survive the termination of this Agreement

Insurance.

Throughout the life of this Agreement, the vendor shall pay for and maintain in full force and effect v insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in th Commonwealth of Pennsylvania and rated not less than A in the most current available 'sBesty Rating Guide (PropertyCasualty) and provide certificates of insurance and proof of the following coverages: commercial ger liability, automobile liability, statutory workers compensation and employer's liability; pollution liability umbrella coverages. Proof of insurance and certificates of insurance must be received by Township before any v is to be performed under this Agreement

All policies of insurance shall be endorsed to include Haverford Township, its officers, agents, supervisors, elect officials and employees as Additional Insured 's for Ongoing and Completed Operations

If at any time during the term of this Agreement, or any extension thereof, the vendor fails to maintain the insurance in full force and effect, all work under this Agreement shall be discontinued immediately. Any failure maintain the required insurance shall be considered a breach of this Agreement and sufficient cause for Haver Township to terminate this Agreement immediately upon written notification to the vendor

If the vendor subcontracts any portion of the work to be performed under this Agreement, the vendor shall each subcontractor to adhere to all aspects of this Insurance section, written evidence of which shall be provide Haverford Township prior to commencement of work by the subcontractor

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Township of Haverford

Qty	System Component(s)	Manufacturer	Model	Rating	Location
3	Ductless Split System	Daiken	AK18NM	1.5 ton	Roof
1	Package Unit	Daiken	DP5025AHM Ser# FBOU170201435	20 ton	Roof
1	Package Unit	Daiken	DPS007AHM Ser# FBPU170201437	6 ton	Roof
1	Package Unit	Daiken	DPS028AHM Ser# FBOU170201436	25 ton	Roof
4	Exhaust Fans	Cook			
2	Gas Boilers	Aerco Benchmark			
2	Circ Pumps		2 HP		

2555 Industry Lane
Norristown, PA 19403

P: 610.539.8200
F: 610.539.2890

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Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda December 2020 – Applied Video Technology

Attached is a quote for an upgrade to our Audio Visual system at the CREC Multi use room and Studio.

This is on costars contract 034-030 and the cost is $18,421.

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ22814	08/21/20
Account Manager	
Mike Coxe	

Haverford Township
9000 Parkview Drive

Haverford PA 19041

Terms	Net 30
Ship Via	Included

F.O.B. Origin: All Shipping Charges Prepaid and Added to Order unless otherwise noted.

Attention Larry Woods
Phone No. 484-380-2730
Email lwoods@havtwp.org
Fax

Qty	Manufacturer	Description	Unit Price	Ext. Price
		CREC Audio & AV System Upgrades		
		Audio Distribution System		
1	Owner Furnished	QSC CX108v 8-Channel 70V Power Amplifier		
1	Owner Furnished	Speakers and existing cabling infrastructure for existing distribution (8) zones		
		101C Multipurpose Room		
1	Owner-furnished	Sony VPL-PHZ10 Projector & mount	$0.00	$0.00
1	Owner-furnished	Projection Screen, electric (installed)	$0.00	$0.00
3	Owner-furnished	Outdoor deck speakers	$0.00	$0.00
1	Extron	DTP T HWP 4K 231 D DTP Transmitter for HDMI - Decorator-Style Wallplate, black	$345.00	$345.00
1	Extron	ShareLink Pro 500 Wired and Wireless Presentation Gateway * for sharing from wireless devices	$1,029.00	$1,029.00
1	Extron	IN1608 xi Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension	$2,041.00	$2,041.00
1	Extron	IPCP Pro 250 IP Link Pro Control Processor	$684.00	$684.00
1	Extron	TLP Pro 1025M 10" Wall Mount TouchLink Pro Touchpanel	$1,489.00	$1,489.00
1	Araknis Networks	210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports, 16-port * Dedicated AV LAN	$393.00	$393.00
1	Shure	SLXD124/85 Wireless System with SLXD2/58 Handheld Transmitter, SLXD1 Bodypack Transmitter and WL185 lavalier microphone	$810.00	$810.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
1	Denon		DN-500CB CD/USB/1/8" Aux/Bluetooth/Balanced/RS232/pitch Control Audio Player	$285.00	$285.00
1	RDL		Stereo Consumer Input Decora Wall PLate * gold plated RCA phono jacks and a single stereo mini-jack * AUX audio input at front of room.	$106.00	$106.00
1	RDL		XLR 3-pin Male Jack on Decora Wall Plate * XLR audio wallplate at rear of room for use when video recording with camcorder.	$19.00	$19.00
1	Extron		DMP 128 Plus AT 12x8 ProDSP Processor w/ Dante	$1,661.00	$1,661.00
1	Extron		XPA U 1004C-70V 70V Four Channel Combo Amp, 100 watts per channel * outdoor speakers	$684.00	$684.00
1	Extron		XPA U 1002 Two Channel Amp, 100 watts at 8 or 4 ohms * front of room	$420.00	$420.00
2	JBL		Control 28-1L High-Output 8-Ohm Indoor/Outdoor Background/Foreground Speaker, white * front of room	$204.00	$408.00
2	JBL		Yolk-type U-bracket Mount, white	$31.00	$62.00
1			Equipment Rack	$864.00	$864.00
	Middle Atlantic		EWR Series Wall-mounted pivoting Rack, 12RU * 17" D X 28" H		
	Middle Atlantic		Vented Front Door, 12 RU Racks, 64% Open		
	Middle Atlantic		Rackmount Power, 9 Outlet, 15A		
	Middle Atlantic		2 RU Latching Rack Drawer		
1	AVT	Materials	Install Materials: Low voltage cable, connectors, signal transmission interfaces, glue products, mounting hardware, power distribution	$1,000.00	$1,000.00
1	AVT	Engineering	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	$867.00	$867.00
1	AVT	Programming	System Programming and Commissioning	$1,734.00	$1,734.00
1	AVT	Installation	Onsite Installation	$3,520.00	$3,520.00
1	AVT	S&H	Freight included in sell price.	$0.00	$0.00

AVT products and services are available via PA Costars Contract 034-027.

Extron products are available via PA Costars Contract 034-030.

Qty	Manufacturer	Description	Unit Price	Ext. Price

SubTotal	$18,421.00
Sales Tax	$0.00
Total	**$18,421.00**

Quoted By: Mike Coxe	Quote Date		Credit Card No.	
	8/21/2020			
Accepted By:	**Date**	**Purchase Order No.**	**Exp Date**	**3-digit C.V.V.**
Lawrence G. Weeks	10/9/2020	100920	/	

LAWRENCE G. WEEKS
LARRY WEEKS
OPERATIONS SUPERVISOR
HAMILTON TOWNSHIP
COMMUNITY RECREATION
AND ENVIRONMENTAL
CENTER.

Applied Video Technology
2218 Kimberton Rd.
PO Box 427
Kimberton, PA 19442

To place an order:
1. Email Purchase Order to your Account Manager
2. Fax Purchase Order to 610-407-0775
3. Mail to:
Applied Video Technology
PO BOX 427
Kimberton, PA 19442

Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Commissioners meeting agenda December 2020 – Revised Contract for Recreation Software

Attached is a revised contract for Recreation Management software with Active Net.

Contract # _00118027_

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees. Notwithstanding the foregoing, Client will not be subject to annual fee increases during the Initial Term.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security

measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) (**"Claims"**) against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I)THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if

the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or

on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Desktop Software**" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Contract # _00118027_

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, **"Events"**), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Intentionally left blank.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, **"Participant Information"**). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise

contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 2 years from the Effective Date ("**Initial Term**") with automatic renewals for 2 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 6 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

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Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	11/3/2020
		Quote Number	00118027
		Expiration Date	12/31/2020
		Currency	USD
Prepared By	Kim Klauer	Contact Name	Brian Barrett
Opportunity Owner	Chrystal Contreras	Phone	610-446-9397
Owner Email	chrystal.contreras@activenetwork.com	Email	bbarrett@havtwp.org
Bill To Name	Haverford Township Recreation Department	Ship To Contact	Brian Barrett
Bill To Contact	Brian Barrett	Ship To Address	1014 Darby Rd Havertown, PA 19083 United States
Bill To Address	1014 Darby Rd Havertown, PA 19083 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVENet - (credit card refunds - flat fee)	SaaS	#N/A	1	0.10	
ACTIVENet - Functionality: Activity Registration	SaaS	#N/A	1		
ACTIVENet - Functionality: Daycare	SaaS	#N/A	1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS	#N/A	1		
ACTIVENet - Functionality: Facility Reservation	SaaS	#N/A	1		
ACTIVENet - Functionality: League Scheduling	SaaS	#N/A	1		
ACTIVENet - Functionality: Memberships	SaaS	#N/A	1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		5.00
ACTIVENet - SaaS		#N/A			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding $8,000,000 annual revenue.	1		3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	#N/A	1		1.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		2.00
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		

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Schedule

Annual Projected Contract Value	USD 60,000.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

DocuSigned by:
Brian Barrett
83C8A34D17F5466...

Signature: _____

Printed Name: Brian Barrett

Title: Director of Parks and Recreation

Date: 11/6/2020 | 10:34 AM CST

PO# (if applicable): _____

DocuSign Envelope ID: 8D74D00F-2A87-4607-BEB6-B7809DD7FF76

Contract # _00118027_

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Haverford Township	ADDRESS:	1014 Darby Road, Havertown, PA 19083
CONTACT NAME:	Brian Barrett	TELEPHONE:	610-446-9397
EMAIL:	bbarrett@havtwp.org		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: DocuSigned by: Brian Barrett 83C8A34D17F5466...	Signature: DocuSigned by: Randy Skemp 042FAC5901474C9...
Name: Brian Barrett	Name: Randy Skemp
Title: Director of Parks and Recreation	Title: Vice President, Sales
Date: 11/6/2020 | 10:34 AM CST	Date: 11/6/2020 | 10:42 AM CST

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

FINAL BUDGET / REGULAR MEETING AGENDA

REGULAR MEETING **December 14, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Proclamation: Achille A.Vallorani (AKA Albert Vallorani) - "100 Year Birthday"**

3. **Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items**

4. **Budget Hearing and Adoption**

   A. **Review any changes to 2021 Preliminary Budget**

   Motion: to accept any changes to the 2021 Preliminary Budget.

   Voting order 1 2 3 4 5 7 8 6 9

   B. **Ordinance No. P26 - 2020 Sewer Rental Charge (final reading)**

   Motion: to adopt the final reading of Ordinance No. P26-2020 authorizing the imposition of an annual sewer rate in the amount of $4.55 per 1,000 gallons of water consumed.

   Voting order 1 2 3 4 5 7 8 6 9

   C. **Ordinance No. P27 - 2020 Trash Fee (final reading)**

   Motion: to adopt the final reading of Ordinance No. P27 - 2020 establishing the annual trash fee at $245 .00.

   Voting order 1 2 3 4 5 7 8 6 9

D. Resolution 2204 -2020 **Fixing a Revenue-Neutral Preliminary Tax Rate for the 2021 Tax Year**

Motion: to adopt Resolution No. 204-2020 fixing a Revenue-Neutral Preliminary Tax Rate for the 2021 Tax Year.

Voting order 1 2 3 4 5 7 8 6 9

E. Ordinance No. 2917 - 2020 **Tax Levy (first reading is a final reading)**

Motion: to adopt Ordinance No. 2917 – 2020 fixing the tax rate for the year 2021 at 4.218 mills.

Voting order 1 2 3 4 5 7 8 6 9

F. Ordinance No. 2918 - 2020 **Budget Appropriations (first reading is a final Reading)**

Motion: to adopt Ordinance No. 2918 - 2020 appropriating funds established to be required for specific purpose of financing the municipal government for the year 2021 including all taxes, fees, service charges and other revenue sources provided within all funds.

Voting order 1 2 3 4 5 7 8 6 9

END OF BUDGET PORTION

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

5. Commissioner Committee Updates

6. Township Auditor Update

7. David R. Burman – Township Manager Update

8. Approval of Minutes **Regular Meeting Minutes of November 9, 2020**
Preliminary Budget Meeting Minutes of November 16, 2020

Motion: to approve the Regular Meeting Minutes of November 9, 2020 and the Preliminary Budget Meeting Minutes of November 16, 2020.

Voting order 1 2 3 4 5 7 8 6 9

9. Approval of Warrants

Motion: to approve the following warrant #12-2020 totaling $7,512.259.12

General & Sewer fund Payroll for November 12, 2020 in the amount of $634,944.09
General & Sewer fund Payroll for November 25, 2020 in the amount of $653,771.64
General Fund disbursements #12-2020 in the amount of $4,244,277.15
Sewer Fund disbursements #12-2020 in the amount of $570.690.48
Community Development Block Grant Fund disbursement #12-2020 in the amount of $90,105.21
Capital Projects Fund disbursement #12-2020 in the amount of $199,605.65
Debt Service:
Series 2020 Interest in the amount of $95,287.02
Series 2018 Interest in the amount of $648,223.75
Series 2016 Principal & Interest in the amount of $365,416.25
Credit Card Statement ending November 27, 2020 in the amount of $9,937.88

Voting order 1 2 3 4 5 7 8 6 9

10. Ordinance No. P24-2020 Change in Shade Tree Commission Term (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P24-2020 authorizing a term change from five-years to a three-years.

Voting order 1 2 3 4 5 7 8 6 9

11. Ordinance No. P25-2020 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P25-2020 amending traffic restrictions on the following highway:

Parking of All Vehicles Prohibited at All Times

Amend to read: Pinzon Avenue East from West Chester Pike to Columbus Ave.

Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

Voting order 1 2 3 4 5 7 8 6 9

12. Ordinance No. P28-2020 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P28-2020 establishing traffic restrictions on the following highways:

Special Purpose Parking:

Establish: in front of 402 Steel Road.

in front of 2945 Oakford Road

Parking of All Vehicles Prohibited at All Times.

Crest Road North Side, From Dover Road to a point 40 feet West.

Voting order 1 2 3 4 5 7 8 6 9

13. Ordinance No. P29-2021 **Amending Chapter 136 – Police Services (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P29-2021 FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

Voting order 1 2 3 4 5 7 8 6 9

14. Ordinance No. P30-2021 **Amending Chapter 30, "Pensions and Employee Benefits (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P30-2021 FURTHER AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS.

Voting order 1 2 3 4 5 7 8 6 9

15. Ordinance No. P31-2021 **Purchase of 1744 Burmont Road (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P31-2021 authorizing the acquisition of 1744 Burmont Road, Havertown, PA, subject to review and acceptance by the Township Solicitor of the agreement and further subject to the approval of the Township Manager of the final agreement.

Voting order 1 2 3 4 5 7 8 6 9

16. Resolution No. 2196 - 2020 **2021 Meeting Dates**

Motion: to adopt Resolution No. 2196 - 2020 approving the 2021 Board of Commissioners, Boards and Commissions Meetings.

Voting order 1 2 3 4 5 7 8 6 9

17. Resolution No. 2197-2020 Sewer Module - Greenbriar Lane

Motion: to adopt Resolution No. 2197-2020 the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located on Greenbriar Lane, Havertown, known as D.C. Folio No. 22-09-01348-00, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

Voting order 1 2 3 4 5 7 8 6 9

18. Resolution No. 2198-2020 Preliminary/Final Subdivision - Pelham

Motion: to adopt Resolution No. 2198-2020 approving the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 has been submitted to permit the subdivision of an existing 14,252 square foot parcel into two (2) lots. The existing single family dwelling will remain on Lot "1" and is proposed to contain a net lot area of 6,928 square feet, resulting in the creation of a 7,324 square foot parcel (Lot 2) with one new single family dwelling and associated improvements. The subject property is within the R-4 Zoning District, and is located in the 6th Ward. The aforesaid plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020; subject to compliance of the Planning Commissioner recommendations.

Voting order 1 2 3 4 5 7 8 6 9

19. Resolution No. 2199-2020 2021 Karakung Drive Sunday Closing

Motion: to adopt Resolution No. 2199-2020 commencing: Sunday – and only on Sunday – January 3, 2021 - From – 7 AM to Dusk to Sunday – December 26, 2021 and Thursday November 25, 2021 (Thanksgiving) from 7 AM to Dusk. The Board of Commissioners designate Haverford Police Department Chief John Viola to execute any documents with PaDot and be responsible for the safety and welfare of residents utilizing Karakung Drive.

Voting order 1 2 3 4 5 7 8 6 9

20. Resolution No. 2200-2020 **Revised PaDot Multi Modal Haverford/Ardmore Avenue Pedestrian Walkway**

Motion: to adopt Resolution No. 2200-2020 that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $650,000 from the Pennsylvania Department of Transportation to be used for the improvements of the intersection located at Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety and BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 7 8 6 9

21. Contract Awards

Township Building/Police Department

Motion: to award a two-year Full Maintenance Service Contract – 1/1/2021 – 12/31/2022 – to Tustin Mechanical Services, Norristown, PA in the amount of $19,200.00 annually, for inspection, maintenance and repair services of the HVAC system at 1010-1014 Darby Road, Havertown, PA

Motion: to award a two-year Full Maintenance Service Contract – 1/1/2021 – 12/31/2022 – to Tustin Energy Solutions, Norristown, PA in the amount of $4,000.00 annually, for maintenance and programming services for the BAS system at 1010-1014 Darby Road, Havertown, PA

Voting Order 1 2 3 4 5 7 8 6 9

Recreation Department

Veterans Field Lighting Improvements

Motion: to award the Veterans Field Lighting Improvements contract to Wise Electrical Contractors, Flourtown, PA, in the amount of $332,500.00, submitting the lowest responsible bid.

Voting Order 1 2 3 4 5 7 8 6 9

Upgrade to Audio Visual System at the CREC

Motion: to authorize the purchase of an upgraded Audio Visual System at the CREC from Applied Video Technology, Kimberton, PA, under Co-Stars contract 034-030 in the amount of $18,421.00

Voting Order 1 2 3 4 5 7 8 6 9

Revised Contract for Recreation Management Software with Active Net

Motion: to authorize a two-year professional services agreement for Recreation Management software (scheduling) with Active Net, Dallas, TX in an estimated annual amount of $50,000 based on estimated revenues of $1,000,000, or 5% of revenues.

Voting Order 1 2 3 4 5 7 8 6 9

22. Continuation of Citizen's Forum for Non-Agenda Items

23. New business

24. Other business

REORGANIZATION MEETING OF THE BOARD OF COMMISSIONERS

MONDAY, JANUARY 4, 2021 – 7:30 PM

BEST WISHES IN THE NEW YEAR!

25. Adjourn

ORDINANCE NO. P26 - 2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE NO. 818 AND ORDINANCE NO. 1796, AS FURTHER AMENDED, FIXING THE ANNUAL SEWER RENTAL OR CHARGE TO EACH PROPERTY CONNECTED TO THE SEWER FOR EACH ONE THOUSAND GALLONS OF WATER CONSUMED AND ESTABLISHING PENALTIES FOR VIOLATIONS THEREOF.

BE IT ENACTED AND ORDAINED by the Board of Commissioners, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same that:

SECTION 1. The total amount of the annual sewer rental or charge for the year 2021 to be required is hereby determined to be $5,050,000 pursuant to and as part of the Budget Adoption procedures of the Home Rule Charter.

SECTION 2. The Board of Commissioners does hereby determine Four Dollars and fifty-five cents ($4.55) per one thousand (1000) gallons of water used by properties (from 10/1/2019 thru 9/30/2020) connected with the sewage of the Township as the amount of money to be charged to each property connected to the Township Sewer System for the sewer rental or charge for the year 2021.

SECTION 3. A two percent (2%) discount shall be allowed if the bill is paid on or before sixty (60) days from the date of the bills. The face amount of all final bills shall be payable on or before one hundred and twenty (120) days from the date of the bills if discount period is disregarded. All sewer rental charges shall be a lien against the property serviced by the sewer facilities of the Township until said sewer rental charges are paid. Failure on the part of the Township to remit a bill due to administrative error or federal postal delivery problems does not exonerate the property owner from paying the sewer rental fee and penalties imposed. It shall be the duty of the Director of Finance to certify to the Township Manager/Secretary the date that all bills are mailed. If said bills are not paid on or before one hundred and twenty (120) days from the date of the bill, a penalty of ten percent (10%) shall be added. It shall be the duty of the Director of Finance during or after the twelfth month following the month in which bills were mailed to certify the unpaid bills to the Township Solicitor, who shall proceed to collect such delinquent sewer rental together with penalties and costs accrued thereon in additional to attorneys' fees pursuant to Act 1, Commonwealth of Pennsylvania, February 2, 1996 either by action at laws, or by filing a lien or liens for the same in the office of Judicial Support of the Court of Common Pleas of Delaware County, Pennsylvania and such liens, together with penalty and costs accrued thereon in addition to attorneys' fee shall be filed and collected in accordance with law. All sewer rentals not paid prior to the date on which penalty shall be added as herein provided shall be deemed to be delinquent.

SECTION 5. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P27 - 2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE IMPOSITION OF A FEE FOR THE COLLECTION OF GARBAGE, RUBBISH, AND REFUSE MATERIALS, AND ESTABLISHING PENALTIES FOR NON-PAYMENT THEREOF.

BE IT ENACTED AND ORDAINED by the Board Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. The Board of Commissioners of the Township of Haverford is hereby authorized to impose a fee and other regulations for the collection of garbage, rubbish, and refuse, pursuant to Article XV, Section 1501 and Section 1502, clause XXVIII of the First Class Township Code Act of 1931, June 24, P.L. 1206, as amended, 53 P,S, §§56501, 56527 and to adopt this Ordinance pursuant to and as part of the Budget Adoption Procedures under the Home Rule Charter of the Township.

SECTION 2. The Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, hereby establishes a **fee of Two hundred forty-five dollars and 00 cents ($245.00)** per calendar year, per resident building containing one (1) dwelling unit for the purpose of collecting garbage, rubbish, and other refuse materials. The owner of record of any residence building containing one or more dwelling units shall be charged the **sum of Two hundred forty-five Dollars and 00 cents ($245.00) per calendar** year for each dwelling unit it contained in sale resident building up to a maximum of four (4) units for the collection of said refuse from the resident building by the Township of Haverford. The responsibility for this charge remains with the owner of record

SECTION 3. **The Two hundred forty-five dollars and 00 cents ($245.00) fee** does not apply to commercial and industrial establishments and/or apartment units exceeding four (4) dwelling units as these are not normally picked up.

SECTION 4. All bills for the collection of this fee shall be forwarded to the Director of Finance of the Township of Haverford or his duly authorized representative at such a time and such a manner as may be directed by the Township Board of Commissioners.

SECTION 5. Payment Schedule. A two percent (2%) discount shall be applied to all bills paid within sixty (60) days from the date of the bill. The face amount of the bills shall be due and payable On or after sixty (60) days from the date of the bill. If said bills are not paid on or before one hundred and twenty days (12) from the date of the bills, an additional penalty often percent (10%) shall be added.

SECTION 6. All Ordinances or parts of ordinances in conflict herewith are herby repealed.

ENACTED and ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: _____
William F. Wechsler
President
Board of Commissioners

ATTESTED BY:

_____
David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

RESOLUTION 2204-2020

RESOLUTION OF THE TOWNSHIP OF HAVERFORD FIXING A REVENUE-NEUTRAL PRELIMINARY TAX RATE FOR THE 2021 TAX YEAR IN COMPLIANCE WITH THE REQUIREMENTS OF THE CONSOLIDATED COUNTY ASSESSMENT LAW FOR THE YEAR FOLLOWING THE IMPLEMENTATION OF A COUNTYWIDE REASSESSMENT

WHEREAS, the County of Delaware (the "County") was ordered by the Delaware County Court of Common Pleas to conduct and implement and countywide reassessment of all real properties located within the County; and

WHEREAS, the County completed such reassessment in calendar year 2020, and the revised assessments for real properties located within the County shall take effect for the 2021 tax year; and

WHEREAS, §8823 of the Consolidated County Assessment Law requires that for the initial year in which a countywide reassessment becomes effective each "taxing district levying its real estate taxes on the revised assessment roll for the first time shall reduce each tax rate levied by the taxing district, if necessary, so that the total amount of taxes levied for that year against the real properties contained in the duplicate for that rate does not exceed the total amount it levied on the properties in the preceding year. Each tax rate shall be fixed at a figure that will accomplish this purpose" (53 Pa.C.S. §8823); and

WHEREAS, for purposes of complying with the requirements of the Consolidated County Assessment Law, the Township of Haverford (the "Township") hereby desires to fix a preliminary tax rate for tax year 2021 on all real properties located in the Township that will result in revenue-neutral tax revenues equal to the amount of real property taxes levied by the Township for tax year 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Township of Haverford as follows:

1. For the 2020 tax year, the Township levied a real estate property tax rate of 8.487 mills on all real properties located in the Township which resulted in the levying of taxes on real properties in the aggregate amount of $26,827,109.

2. The County has notified the Township that as a result of the countywide reassessment completed in 2020, effective as of the 2021 tax year, all real estate located within the Township has an aggregate assessed value of $6,360,012,575.

3. The $26,827,109 aggregate 2020 taxes levied on real properties in the Township divided by the $6,360,012,575, 2021 aggregate assessed value of all real properties in the Township results in a preliminary revenue-neutral tax rate for tax year 2021 of 4.218mills.

4. The 2021 preliminary revenue-neutral real property tax rate is hereby fixed at 4.218 mills.

RESOLVED this 14th day of December, 2020**.**

TOWNSHIP OF HAVERFORD

_____
William F. Wechsler, President
Board of Commissioners

Attest:

_____
David R. Burman
Township Manager/Secretary

Ordinance No. 2917- 2020

Tax Levy 2021

Motion: to adopt Ordinance No. 2917 - 2020 fixing the tax rate for the year 2021 at 4.218 mills.

A two percent (2%) discount shall be allowed if the bill is paid on or before sixty days from the date of the bills. If discount period is disregarded, the face amount of all bills shall be payable on or before one hundred and twenty days from the date of the bills. If said bill is not paid on or before one hundred and twenty days from the date of the bill. A penalty of ten percent (10%) shall be added. All unpaid real estate taxes as of December 31, 2021 will be turned over to Delaware County Tax Claim Bureau for collection. Failure to receive tax notice does not relieve any taxpayer from the payment of any taxes imposed by Haverford Township, nor does failure to receive tax notice entitle property owner to discount or remission of penalty.

Township of Haverford

By: William F. Wechsler
President

Attest: David R. Burman
Township Manager

ORDINANCE NO. 2918-2020

2021 BUDGET APPROPRIATIONS

To appropriate funds established to be required for specific purpose of financing the municipal government for the year 2021 including all taxes, fees, service charges and other revenue sources provided within all funds.

Adopted this 14th day of December, 2020.

Township of Haverford

By: William F. Wechsler

President

Board of Commissioners

Attest: David R. Burman, Township Manager

PROCLAMATION

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, takes great pleasure in recognizing significant milestones in the lives of individuals residing in the community; and

WHEREAS, Achille A.Vallorani (AKA Albert Vallorani) was born November 29, 1920 in Castel Di Lama, Italy – Albert has reached his "100 Year Birthday" milestone; and

WHEREAS, Albert moved with his family to the United States at an early age and later attended Lower Merion High School from which he graduated in 1939 and subsequently enrolled in Drexel's electrical engineering program; and

WHEREAS, with the onset of World War II Albert enlisted in the US Army where he attended the Army's Signal Corps School and later served in England, France and Germany. While serving in Liverpool, England and standing at the rim of a crater of a V-2 rocket, Corporal Vallorani had the opportunity to speak with the King and Queen of England who had stopped to survey the damage. Corporal Vallorani was later transferred to the western Pacific at the end of the war in Europe, and

WHEREAS, at the end of war Albert and his wife, Violet, moved to Haverford Township in 1949 where they raised their son, Ronald; and eventually moved to their home on Merion Ave where he has lived since 1957, and

WHEREAS, Albert received his Bachelor of Science Degree in electrical engineering in 1946 from Drexel and later returned to Drexel to earn a Master's Degree in electrical engineering in 1967, and

WHEREAS, Albert had a long and productive career working for a variety of organizations including as a project engineer in charge of diesel locomotives, flight testing aviation autopilots in helicopters while working for Piasecki Helicopter, serving as a program manager of several military communication projects before retiring from the Naval Facilities Engineering Command while stationed at the Philadelphia Naval Shipyard in 1996.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offer our deepest congratulations to Achille A. Vallorani and wish him continued health and happiness.

PROCLAIMED this 29th day of November, 2020.

TOWNSHIP of Haverford

By: William F. Wechsler, President

Board of Commissioners

By: Gerard Hart

8th Ward Commissioner

Attested by: David R. Burman, Township Manager

EXECUTIVE SESSION – 6:00 P.M. – F.O.P. CONTRACT AND OTHER ITEMS

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
Monday, November 9, 2020 AT 7:00 PM

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss legal, personnel and real estate matters.**

   a. **Roll Call – All 9 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager, Township Manager, Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola and Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Work Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Office and Chuck Faulkner, Township Engineer.

   b. Pledge of Allegiance

2. Proclamation: Howard Fener – "100-Year Birthday" Milestone – presented by Commissioner Siegel

Small Business Saturday – presented by Commissioner McCloskey

3. Police Department – Entry Level Police Officer

Mrs. Janet Boccella, Civil Service Administrator, was present.

She read the next three candidate names from an approved Entry Level List: Randall Cunningham, Sean McLaughlin and Thomas Giannantonio, Sr.

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to appoint Sean McLaughlin, as a Haverford Township Police Department Entry Level Police Officer.

Roll Called.

All 9 Commissioners voted for Sean McLaughlin: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

4. Commissioner Committee Update

Commissioner Hart provided an update on the Brookline School options and recapped to where we are today. Every option came down to cost to the township. A developer is interested in putting "senior" apartments into the Brookline School, which would keep the historical building in check. Commissioners Hart, Quinn, Oliva, the Historical Commission and AdHoc members will continue to meet monthly. The building would need to be rezoned. The School District would have to be notified if the Board follows through on senior apartments or the other option is open space.

Commissioner Holmes stated that on behalf of the Finance Committee, next Monday is the Preliminary Budget Meeting for 2021.

5. Police Department - Crime Update

Chief Viola provided his update for the month.

6. Township Auditor Update

Ross Anderson, Township Auditor, reviewed the expenses and disbursements for the month and found no irregularities.

7. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Jay Prossack – the Brookline School/Library. – see attached

8. David R. Burman - Township Manager Update

Mr. Burman announced that in lieu of Veterans' Day on Wednesday, Tuesday trash will also include Wednesday residents.

Leaf Collection is on schedule. All residents are reminded to place leaves on the curb and not in the street.

Mr. Burman thanked Aimee Cuthbertson for spearheading the township's E-Waste Collection. There were 150 participants.

Everyone must be diligent in adhering to COVID guidelines; even with hope of the vaccine announced today.

***9. Skatium Outdoor Improvements**

Commissioner D'Emilio made a motion to move this item up on the agenda which was seconded by Commissioner Lewis.

All Commissioners agreed to move this item up on the agenda.

Motion made by Commissioner Hart and seconded by Commissioner Lewis to award the Skatium Outdoor Improvements contract to Breezecon, LLC, King of Prussia, in the amount of $260,815.00, submitting the lowest responsible bid.

Update began from Chris Gaumann and Jack Carman, architects. They indicated that they checked their references and all have positive comments.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. Approval of Minutes **Regular Meeting Minutes of October 13, 2020**

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of October 13, 2020.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #11-2020 totaling $2,802,016.34

General & Sewer fund Payroll for October 15, 2020 in the amount of $629,385.96
General & Sewer fund Payroll for October 29, 2020 in the amount of $618,052.84
General Fund disbursements #11-2020 in the amount of $754,288.34
Sewer Fund disbursements #11-2020 in the amount of $602,755.15
Community Development Block Grant Fund disbursement #11-2020 in the amount of $67,648.58
Capital Projects Fund disbursement #11-2020 in the amount of $115,011.30
ACH – PA Office of Unemployment Benefits in the amount of $465.30
Credit Card Statement ending in the amount of $14,408.87

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Police Department

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Memorandum of Understanding between Haverford Township and FOP Lodge 27 for contract terms effective January 1, 2021 through December 31, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Motion made by Commissioner D'Emilio and seconded by Commissioner McCloskey to accept the resignation of Officer Gilman and approve the separation agreement between Officer Gilman and the Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Ordinance No. P21-2020 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P21-2020 authorizing/rescinding traffic restrictions on the following highway:

RESCIND: Special Purpose Parking Zones

Steel Road	**in front of 408 Steel Road**
Leedom Road	**in front of 1300 Leedom Road**
Tenby Road	**at 10 Tenby Road**
Oakford Road	**in front of 2940 Oakford Road**

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Ordinance No. P23-2020 Fair Housing Accommodations (2nd Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P23-2020 establishing Chapter _____, To Provide Policy and Procedures for Reasonable Accommodation Requests Under the Fair Housing Amendment Act to eliminate barriers to housing opportunities within the Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. Ordinance No. P24-2020 Change in Shade Tree Commission Term (1st Reading)

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P24-2020 authorizing a term change from five-years to a three-years.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

16. Ordinance No. P25-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P25-2020 amending traffic restrictions on the following highway:

Parking of All Vehicles Prohibited at All Times

Amend to read: Pinzon Avenue East from West Chester Pike to Columbus Ave.

Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. Resolution No. 2191-2020 Multimodal – Reconfiguration of Burmont and Glendale Roads

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2191-2020 requesting a Multimodal Transportation Fund Grant in the amount

of $1,000,000 from the Pennsylvania Department of Transportation to be used for the reconfiguration of the intersection located at Burmont Road and Glendale Road to improve the safety of the intersection and facilitate access to the Darby Creek Trail and hereby designates David R. Burman, Township Manager/Secretary to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. Resolution No. 2192-2020 Traffic Signal Application – Lansdowne Ave, Darby Road, West Chester Pike and Township Line Intersection

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt Resolution No. 2192-2020 authorizing David R. Burman to execute all Documents pertaining to the PaDot Traffic Signal Application for the intersections at Lansdowne Avenue, Darby Road, West Chester Pike and Township Line.

Mr. Faulkner announced that this is Upper Darby's project but Haverford owns the signal.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Resolution No. 2193-2020 DVRPC Construction Grant

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt Resolution No. 2193-2020 authorizing that Haverford Township hereby requests a construction grant in the amount of $300,000 from Delaware Valley Regional Planning Commission (DVRPC) to be used for construction of southern end of Darby Creek Trail and Be it further resolved, that the Board of Commissioners does hereby designate Brian Barrett (Director of the Parks and Recreation Department) as the official to execute all documents and agreements between the Township and the Delaware Valley Regional Planning Commission to facilitate and assist in obtaining the requested grant.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart and Wechsler.

Commissioner Holmes voted No.

20. Resolution No. 2194-2020 National Standardized Police Training

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2194-2020 that the Board of Commissioners desire to state their support for the enactment of National Standardized Police Training and requests the United States Congress to review the current law and pass a bill that provides for standardized training for police.

Constitutional was changed to community.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

21. Resolution No. 2195-2020 Code of Ethics

Motion made by Commissioner Siegel and seconded by Commissioner McCloskey to adopt Resolution No. 2195-2020 establishing ETHICAL STANDARDS AND FINANCIAL DISCLOSURE.

Add her after his throughout Resolution.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

22. Contract Awards

Parks and Recreation Department

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to authorize the Parks and Recreation Department to purchase 20 benches for various parks throughout the township. Benches will be installed at Veterans Parks, Llanerch Park, Richland Farms, Merwood Park, Westgate Park, Grange Park, Bailey Park and assorted others from Recreation Resource, USA, Kennett Square, under Co-Stars Contract 14-74, in the amount of $15,294.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

The Grange Estate

Motion made by Commissioner Quinn and seconded by Commissioner Hart to award the heater replacement contract at the Grange Estate, the Mansion House, to Hirschberg Mechanical, Willow Grove, PA, in the amount of $30,325.00 (base bid and No. 1); submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

23. Agreement

Public Works Department

Motion made by Commissioner McCloskey and seconded by Commissioner D'Emilio to approve Independent Contractor Agreement with PAR – Recycleworks, Philadelphia, PA for services related to seasonal leaf collection.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

24. Continuation of Citizen's Forum for Non-Agenda Items

Katie Begandy – 201 Mill Road – Brookline School tally from survey and the FOP Contract.

Commissioner Hart stated that all opinions from the survey were looked at.

A three year police contract is too long. She would have requested the Board table and have residents input prior to voting.

Chief Viola stated that this is a Collective Bargaining Contract which deals with salaries and benefits and nothing to do with training. The department has their own procedures in place and have been placed on the website for anyone to review.

25. New business

No new business.

26. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked all the Volunteer Fire Fighters working during COVID.

Commissioner D'Emilio asked the status of Rt. 476. Response: We are close to the inception of design.

Commissioner D'Emilio stated that the traffic lights on West Chester Pike need to be fixed. They were working. Mr. Faulkner stated that we are working with PaDot. The manufacturer is working with the software company.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva stated his concerns about the Pike.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey provided an update on the Ardmore Avenue Bridge. The two cement walls will be removed and moved down to Golf View Road. This will be done in the Spring.

Commissioner McCloskey asked that residents shop locally during the holidays and support small businesses.

Please where your masks.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel also agreed with traffic on West Chester Pike.

He hopes that COVID will end soon so he can appear in person and not do Zoom.

Everyone needs to stand up to injustice, anti-Semitism, racism. We must all recommit.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis thanked Kevin McCloskey, Dave Burman and Joe Celia for resolving the Wall issue. There are a few punch list items that still remain on the bridge.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that the 6th Ward has a very long AQUA project that has been going on. We are on it to find and end date.

He thanked everyone for voting in person and by mail.

He wished everyone a Happy and Healthy Thanksgiving.

Conor Quinn, 7th Ward Commissioner

Commissioner Quinn thanked all township employees and wished everyone a Happy Thanksgiving.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart stated that the asbestos removal will be complete on Tuesday.

He thanked the Parks and Recreation Department for their recycling webinar.

Karakung Drive is now closed but will be open on Thanksgiving Day and that will be the final Sunday. Petitions are being circulated to keep it closed on Sundays. This is a PaDot decision.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler will be having his joint constituent meeting with the Hilltop Civic Association via ZOOM.

27. Announcements:

BOARDS AND COMMISSIONS - RESUMES – DEADLINE – FRIDAY, NOVEMBER 13TH

2021 PRELIMINARY BUDGET MEETING – NOVEMBER 16, 2020, 7:00 p.m.

28. All Commissioners agreed to adjourn.

Attachment

November 9, 2020

To: Board of Commissioners
Re: Library

Gentlemen,

If there is such a thing as making a hasty decision after six years, I believe the vote to renovate the existing library rather than build a new library at the Brookline School site qualifies.

I disagree with Mr. McCloskey's statement at the September meeting that the Board has performed their due diligence for the following reasons:

1) Absence of an acceptable solution to the parking problem at the existing library. This should have been resolved before making a final decision on whether a renovated or new library will be built.
2) Lack of discussion among the Board and with township residents about the ramifications providing adequate parking at the renovated library will have on the surrounding neighborhoods.
3) Summarily rejecting, without any further study, any alternate plans for the Brookline School site.

Despite what the Township Engineer said at the Sept. 14, 2020 meeting, the spreadsheet prepared by the architect does not show an 'apples to apples' comparison of the options. The additional required parking and off-site improvement costs were not included in the renovation estimate and the proposed new building is 4,700 square feet (15%) larger than the renovated library. At this point, you have voted for a library that is both smaller than what the library board would like and still has woefully inadequate parking.

Strongly advocating for 8th Ward residents at the Sept. 14, 2020 meeting, Mr. McCloskey stated "at various points various members of this Board made promises to that neighborhood that the field would not be touched" and Mr. Oliva stated the he doesn't "want any part of reconfiguring that field" and he "wants it to remain exactly the way it is". In regards to renovating the library, Mr. Lewis stated "… buy (the library's) neighbors' property to solve the parking problem". Purchasing property around the existing library was also brought up at the Feb. 4, 2020 work session.

As far as I know, no Commissioner has advocated for the neighborhoods around the existing library. In order to provide the additional 53 parking spaces needed, the entire west (library) side of Greenway Rd. would need to be converted into a parking lot. This means four families would be displaced, their homes demolished and many mature trees cut down resulting in decreased values of surrounding properties and the fabric of a neighborhood destroyed.

I don't believe the Board feels that one area of the Township is more important or valuable than another. However, residents of the neighborhoods surrounding the library should have the same opportunity to express their opinions about the potential parking situation as the residents of the neighborhoods surrounding the Brookline School had about the use of the site.

While I strongly disagree with the new construction square foot costs used (which are 25% higher than the national average) in the spreadsheet, I will use them for the building costs presented below. I have spent most of my career as a commercial building estimator specializing in the type of conceptual estimates that were the basis of the costs presented in the architect's spreadsheet.

At the Sept. 14th Commissioners meeting, Mr. Goldsmith stated that he wants to look at "building off the second floor" of the existing library. To add a third floor would cost $11,125,000 including FFE & soft costs, and removing & replacing the existing elevator due to the added floor.

The estimated cost to build the parking lot next to the existing library is $2,400,000 including a 10% construction contingency. This estimate includes buying and demolishing the four houses, removing the trees, removing and replacing sidewalks & curbs, and landscaping & lighting for the new lot.

Adding the above costs to those presented at the Feb. 24th meeting results in a new project total cost for the renovated library of $24,897,000.

As a comparison, the project total presented at the Feb. 24th meeting for a new library at the Brookline School site was $29,351,000. An alternate, simpler, design, similar to the one presented by Mr. Siegel at the Sept. 14th meeting but providing the required parking while maintaining the size of the existing field, would certainly lower this cost into the same range as the three story renovation with the required parking option.

It would be a disservice to the taxpayers if other options at the Brookline School site are not explored if the addition of a third floor to the existing library is being considered.

As part of his discussion at the Feb. 24th work session, it was stated that the library board may be willing to compromise on the number of parking spaces at the renovated building. If this is a consideration, why not reconsider Mr. Siegel's alternate plan and limit the number of spaces to those that do not encroach on the existing field?

If anything other than the demolition of the Brookline School is being considered, the following costs should be added to the above renovated library new project total cost to get an accurate comparison with the new library cost: $10 million (quoted at the 9/3/19 meeting) to bring the building up to code and $6 million for interior renovations (my estimate emailed to Mr. Siegel and Dr. Hart on 11/1/19). This would bring the project total cost for the renovated library to $40,897,000.

Two other options that I do not think have been discussed are:

1) for the new library: the Township can give the architect a budget that needs to be designed to
2) for the parking: build a lot using grass pavers or another type of permeable paving (to help with the "greening" of the Township) on the site of the to-be demolished Brookline School and provide a shuttle to and from the renovated library.

I appreciate that this has been a long and arduous process but it is imperative that a final decision needs to be made that's in the best interest of all the Township's residents and taxpayers. Please present all the options and their respective estimated costs for public review, get feedback, and then make a fully informed decision.

I would be pleased to discuss how I calculated the costs presented here or anything else in this letter with any Commissioner at their convenience. Please email me for my phone number.

Thank you,

Jay Prossack
265 Ellis Rd.

AGENDA
PRELIMINARY BUDGET MEETING

SPECIAL MEETING
Board of Commissioners
Township of Haverford

November 16, 2020
Monday – 7:00 p.m.
Commissioners Meeting Room

1. **Opening of Meeting – William F. Wechsler, President, opened the meeting.**

   a. **Roll Call – All 9 Commissioners were present at roll call via ZOOM: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.**

   Also present were: David R. Burman, Township Manager (in person). The remainder were present via ZOOM except Chief John Viola. Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Danny Mariani, Public Works Director, Joe Celia, Codes Enforcement Director and Kelly Kirk, Zoning Hearing Officer.

   b. **Pledge of Allegiance**

2. **Citizen's Input – AGENDA ITEMS ONLY**

Victor Donnay – 117 Rodney Circle – Solar

The Solar Project would include the township building, the Skatium and the CREC. The Solar Project would help with the impending climate crisis and the township's 100% commitment.

Money has been put into the 2021 Capital budget; $500,000 and proposed $500,000 in 2022.

3. **Budget Hearing and Preliminary Adoption of Year 2021 Budget**

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt as an Ordinance a Preliminary General Fund, Sewer Fund and Capital Fund Budget, including all taxes, fees, service charges and other revenue sources provided within all funds for 2021.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

4. **Presentation of Preliminary Budget by David R. Burman, Township Manager – See Attachment**

There is no proposed tax increase in 2021.

Mr. Burman highlighted General Operations Fund portion. It is anticipated $20 million in new borrowing for the Library.

Sewer Fund – initially, the tax fee would be increased .30 cents but after new numbers came in, there will be a proposed .15 cents increase.

2021 Capital Projects

Electric Vehicle Charging Station up at the CREC.
Several MS4 storm water projects.
Solar Project
Skatium Improvements
Large Road Resurfacing
Park Improvements
Library renovations
The Brookline Site.
Collective Bargaining Contract for non-uniform employees.

Commissioner Questions:

Havertown Little League has asked for funding for lighting (improvements at Karakung Field). Total estimated price $92,000.

The Police Department is purchasing 4 new vehicles in 2021. Can these vehicles be Hybrid or Electric?

Chief Viola indicated that we have one and are still evaluating the vehicles. They are $15,000 more.

Request made to increase Volunteer Fire Company allotment 20% for each station.

5. Ordinance No. P26-2020 Sewer Rental Charge (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P26-2020 fixing the annual sewer rental or charge for each property connected to the sewer to $4.70 per 1,000 gallons of water consumed or used by said property.

This amount will be amended at the Final Budget Meeting.

Roll Called.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

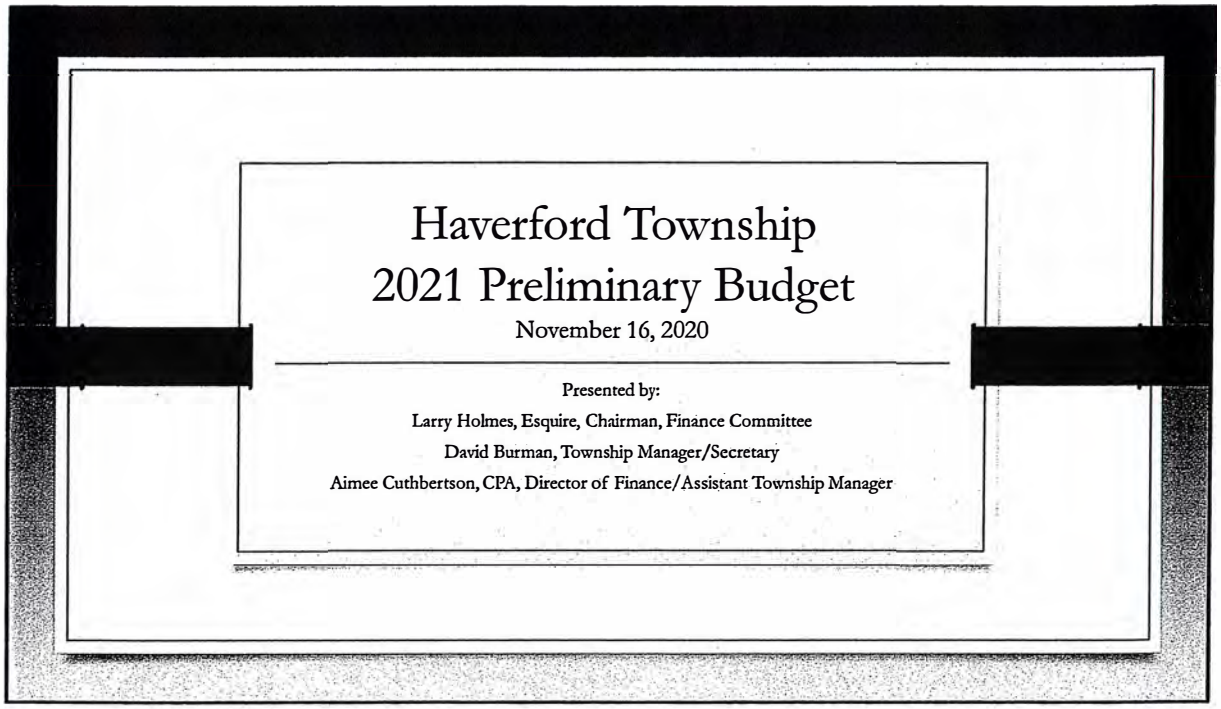
6. Ordinance No. P27-2020 Trash Fee (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P27-2020 fixing the Township of Haverford Trash Fee at $245.00 per year.

Roll Called.

All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

7. All Commissioners agreed to adjourn.



On behalf of our Department Heads and the entire Haverford Township staff, I am pleased to present the proposed 2021 operating budget and four year capital improvement plan. Preparing the budget is always a difficult task, but perhaps never more difficult than during a global pandemic, a hotly contested election, questions about social justice, civil unrest, a county-wide reassessment....

To be clear, I want to publicly thank Assistant Township Manager and Finance Director Aimee Cuthbertson for spearheading the budget process during this most challenging year, and to Commissioner Holmes for his guidance as Chair of the Finance Committee.

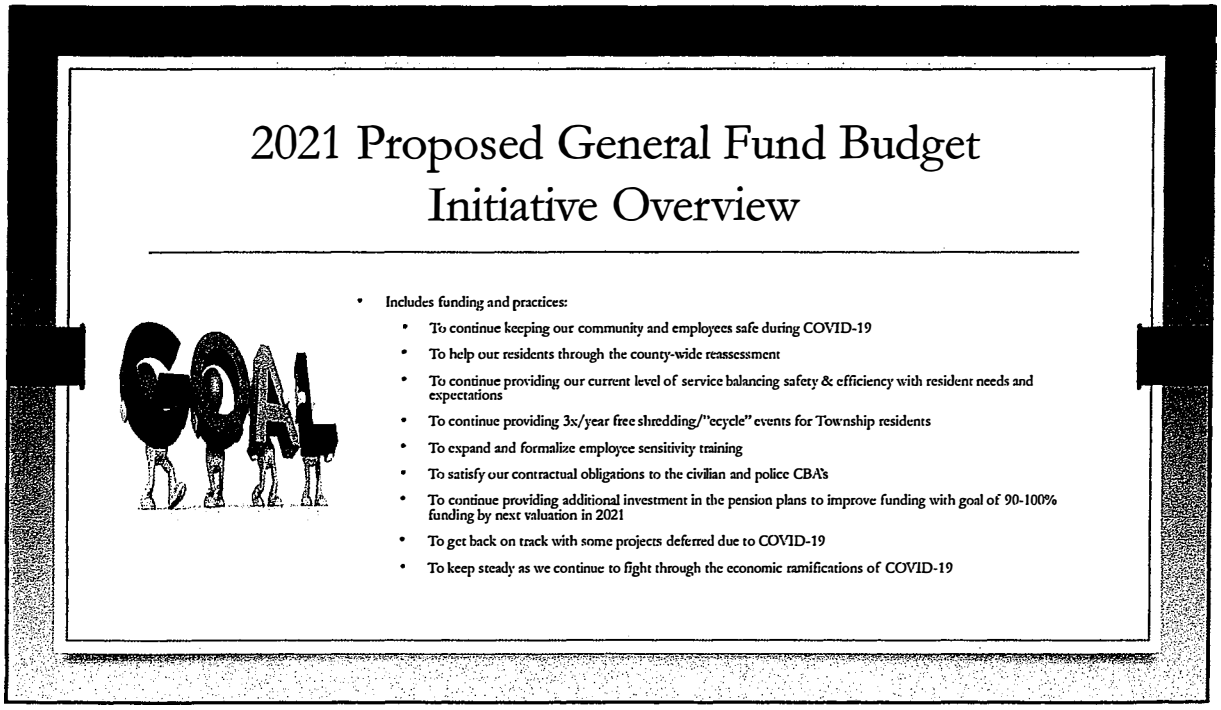
We began the budget process back in August when department heads received general instructions to prepare their operating and capital budget requests for next year. The finance department prepared an initial proposal with each department's original expenditure requests, along with revenue projections based on historic and current trends, as well as a knowledge of local events and economic indicators. The Township Manager then reviewed the initial budget proposal, identified constraints and recommended adjustments where appropriate. With that, the finance department developed this preliminary budget proposal.

2021 Proposed Budget Summary

Fund	2021 Proposed	2020 Adopted	Change ($)	Change (%)
General (01)	$47,459,900	$48,011,100	($551,200)	(1%)
Sewer (08)	$5,050,000	$4,728,181	$321,819	7%
Capital Projects (18)	$28,368,100	$19,263,255	$9,104,845	47%
TOTAL	$80,878,000	$72,002,536	$8,875,464	

This evening we will review the preliminary budget proposal and ask the Board to make any adjustments you feel may be necessary. We will then ask the Board to adopt the preliminary budget. After this meeting, the entire preliminary budget, as adopted, will be published on the Township's website for the community to review.

A budget hearing will take place during the Commissioners' regular meeting on December 14, 2020 at 7 PM. Between now and then, interested citizens may express their views on the budget by contacting their Commissioner, by emailing comments to the Township at info@havtwp.org, or by participating virtually in the hearing on December 14th. At the conclusion of the budget hearing, we will ask the Commissioners to adopt a final budget with any amendments that the Board considers advisable.



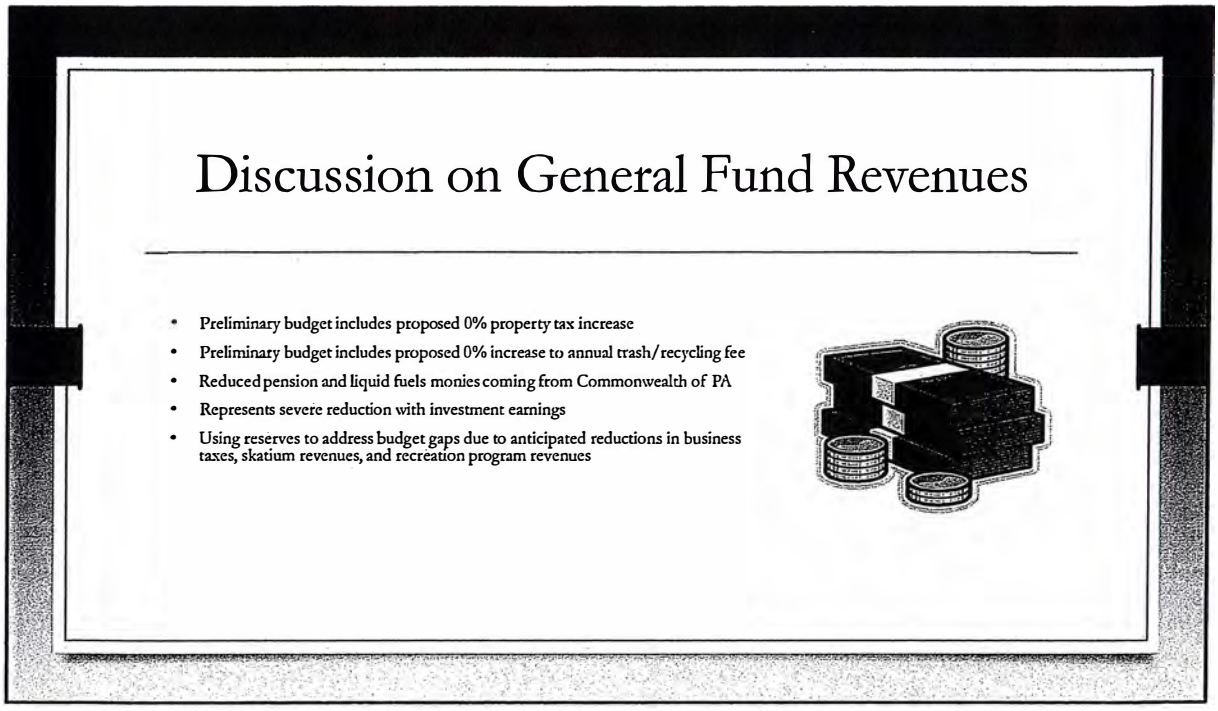
The proposed budget represents our ongoing commitment to building and investing in a high quality community as cost effectively as possible. Our goal is to operate within the financial means of the Haverford Township community, while providing essential services and investing in necessary infrastructure to help meet the needs of the future.

Our General and Sewer Funds combine to represent the operating expenditures that are necessary to maintain the services we currently provide. In that regard, we propose a total operating budget of $52.5 million for 2021, a **decrease** of $229,000 as compared to the 2020 budget. The Capital Projects fund, which we will discuss in greater detail shortly, represents a significant increase in spending, as compared to the 2020 budget.

Key priorities:

- To continue keeping our community and employees safe during COVID-19

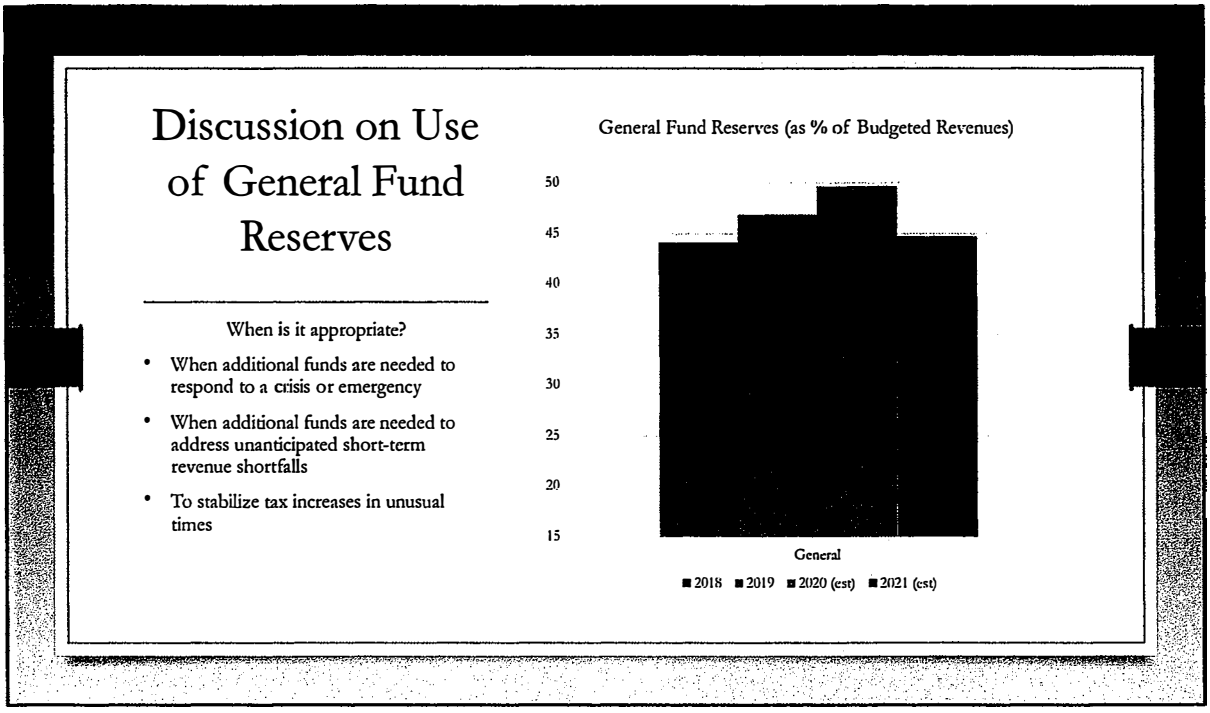
- To help our residents through the county-wide reassessment
- To continue providing our current level of service balancing safety & efficiency with resident needs and expectations
- To continue providing 3x/year free shredding/"ecycle" events for Township residents
- To expand and formalize employee sensitivity training
- To satisfy our contractual obligations to the civilian and police CBA's
- To continue providing additional investment in the pension plans to improve funding with goal of 90-100% funding by next valuation in 2021
- To get back on track with some projects deferred due to COVID-19
- To keep steady as we continue to fight through the economic ramifications of COVID-19



Let me start with good financial news: we expect to end 2020 with a surplus resulting from a combination of cost-cutting measures and positive revenue performance early in the year.

Our proposed preliminary budget for 2021 reflects reduced revenue streams in several areas such as business taxes, Skatium and recreation programs. As we'll discuss later in this presentation, we will recommend the use of the 2020 surplus, combined with the use of additional reserves, to fund our anticipated 2021 budget gap with no increase in property taxes.

Key takeaways:
- No proposed increase in property taxes.
- No proposed increase in our trash/recycling fee.
- Reduced aid from the Commonwealth of Pennsylvania, affecting both our pension aid and our liquid fuels / highway aid funding.
- Significantly lower investment earning in our governmental and proprietary funds.



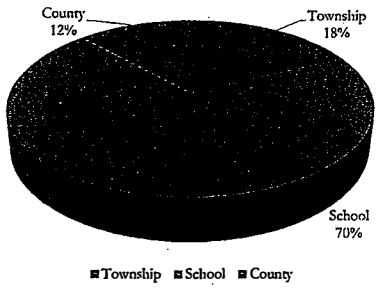
As local governments grapple with the long-term budgetary impacts of the COVID-19 crisis, many (and perhaps most) will need to begin using reserves to make up for revenue shortfalls and support ongoing activities. While reserves are a viable option for governments and designed to be used for situations like this, we are mindful that the use of reserves should support isolated events, such as the rare combination of circumstances in the world today. Even with the proposed use of reserves, our finances remain healthy.

What is certain?

We are living in a public health crisis that will result in short-term revenue shortfalls in a number of areas. The use of reserves, if approved, would help stabilize our tax rate during this highly unusual time.

Property Tax Structure

Taxing District	Tax Rate
Township	To be reset (but no increase in rate)
School	To be reset (as part of HTSD budget process in the Spring)
County	To be reset (should be announced shortly)



Although we are in the midst of a countywide reassessment, the overall composition of property taxes in Haverford Township will remain unchanged. The School District claims the lion share of our property taxes, then the Township, and, finally, the County.

County-Wide Reassessment

- Still using estimated valuation from July 2020 - $6.366B up from $3.161B
- Estimated township-wide increase of 101.4%
- 48% of properties are "at or below" the 101.4% average and 52% are above
- County recently announced that final valuations will be sent out to municipalities on November 30 so we can't officially "reset" until that time
- December 14, 2020 is the formal budget and ordinance adoption

All taxing authorities (School District, Township, County) must re-set their tax rate upon receipt of the newly certified assessment from the County (later this month). This re-set will occur BEFORE finalizing any change in tax rates for next year.

The township-wide assessed value is estimated to increase by 101.4%.

How much a given property assessment changed in relation to that township-wide 101.4% increase will give each landowner a sense of real estate tax impact.

WHAT DOES IT MEAN TO "RESET"... Taxing authorities must "reset" the 2020 tax millage rate to generate the same level of tax revenue using the revised assessments BEFORE considering any change in tax rates for 2021 during the normal budget process. This is an example of reset using the **UPDATED** values:

	Original Billing	Reset	Reset
Assessment	$ 3,161,124,450	$ 6,365,742,100	$ 6,365,742,100
Millage Rate (limited to 3 decimal phees)	8.487	recalculated	4.215
Tax Revenue (rounded due to decimal limits)	$ 26,828,463	$ 26,828,463 (same amount of tax revenues)	$ 26,828,463

The new assessed values in Delaware County take effect on January 1, 2021. Based on current information, it appears that roughly 42% of our landowners will experience lower assessed values, while the remaining 58% will see increased assessed values. This will have a corresponding impact on real estate taxes for each of those property owners.

As I mentioned, all taxing authorities must "reset" the 2020 tax millage rate to generate the same level of tax revenue using the revised assessments.... BEFORE considering any change in tax rates for 2021. The reset cannot result in an increase or reduction in tax revenue for the current year.

In the example on your screen, we start with the original assessed value, millage rate and tax revenue. We know that after the re-set, the tax revenue must remain unchanged. We can determine the new or "re-set" millage rate based on the known tax revenue (same as before the re-set) and the new assessed value. In this scenario, the new millage rate would be 4.215. Remember, this is just an example.

REASSESSMENT - ESTIMATE #1 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 155,000	$ 330,000	113%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,315	$ 1,391	$ 76

Let's take a look at how this would affect an individual landowner.

In this example, the original assessed value of a given property was $155,000 and the Township tax was $1,315.

In this sample, using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $330,000, we can estimate the impact on this property. The new tax would be $1,391, an increase of $76.

REASSESSMENT - ESTIMATE #2 FOR AN INDIVIDUAL PROPERTY

	2020 Original Bill	Reassessment Value with Reset	Change
Assessment	$ 120,000	$ 225,000	88%
Millage Rate	8.487	4.215	
Tax Bill (assessment * millage/1000)	$ 1,018	$ 948	$ (70)

Let's look at another example.

Here, the original assessed value was $120,000 and the Township tax was $1,018, based on the existing millage rate of 8.487.

Using the new millage rate of 4.215 (which we estimated on the previous slide) and a new theoretical assessed value of $225,000, the Township tax would be $948, a decrease of $70.

Remember, this is just a theoretical example. We do not yet know what the "Re-Set" millage rate will be.

2021 Proposed General Fund Revenues

Revenue Category	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Property taxes	$26,393,863	$26,448,568	($54,705)	(.2%)
Act 511 taxes	$3,626,875	$3,975,000	($348,125)	(9%)
Licenses & permits	$2,275,500	$2,257,500	$18,000	.8%
Fines & forfeitures	$180,000	$180,000	--	--
Interest & rents	$735,617	$907,120	($171,503)	(18.9%)
Grants	$3,005,542	$3,457,102	($451,560)	(13.1%)
Department earnings	$6,567,296	$7,095,738	($528,442)	(8.9%)
Other income	$1,167,305	$1,055,193	$112,112	10.6%
Interfund transfers & Other	$3,507,902	$2,633,879	$874,023	33.2%
TOTAL	**$47,459,900**	**$48,010,100**	**($550,200)**	**(1.1%)**

Real estate taxes continue to be the primary source of funding in the general fund, representing $26.4 million or 55.6% of general fund revenues.

In addition, realty transfer taxes have been very high since 2016. This is a function of both high sales volume and high sale prices. We are proud that Haverford Township is such a desirable place to live, but we must be careful to avoid relying too heavily on transfer taxes, which tend to fluctuate with interest rates and the economy, particularly during this time of uncertainty. Therefore, we continue to utilize conservative estimates for realty transfer taxes each year.

We estimate business privilege and mercantile taxes based on prior year receipts. The COVID-19 Pandemic has forced so many businesses to shut down or curtail operations that we anticipate a material decrease in those revenue streams during 2021.

We anticipate lower than normal investment earnings in 2021, largely because our investments are tied to the federal funds rate, which currently is extremely low.

Inter-governmental revenues are difficult to predict, as the Commonwealth faces its own budget shortfall due to the COVID-19 Pandemic. We have been advised to expect

5-10% reductions in our annual pension aid from the State, requiring a greater portion of the Township's pension obligation (MMO) to be paid from general revenues. Likewise, highway aid from the Commonwealth will be approximately $130,000 lower in 2021, also resulting in greater funding from general revenues.

The COVID-19 Pandemic has negatively affected departmental revenues. Because our recreation and skating programs rely heavily on group activities which have been severely curtailed during the COVID-19 Pandemic, departmental revenues in those areas remain a big unknown. While we continue to take small steps toward full operation, the latest spike in COVID-19 cases is a reminder that we simply do not know what the future holds. We remain hopeful for a return to full operations, but we have budgeted accordingly in the event we are not able to offer our full complement of programs and activities in 2021.

Discussion on General Fund Expenditures

- Both CBA's call for 2.5% wage increase for Civilian & Police, respectively
- 1.2% increase in salaries & compensation costs
- 2.8% decrease in health care costs (decrease in self-funded Rx, dental)
- 3.4% decrease in property & casualty coverage premiums
- 12.4% increase in workers compensation coverage premiums
- 0% increase in MMO pension funding (not a valuation year)
- 12.5% increase in debt service (assuming $20M borrowing in 2021)
- 34.4% decrease in street lighting costs (completed Phase 1/2 EME project)
- 12.4% decrease in gasoline & diesel costs

Township management consistently looks for opportunities to increase efficiencies in how we accomplish our goals. Personnel costs (e.g. wages, health benefits, pension benefits, workers' compensation, and payroll taxes) represent approximately 63.9% of our budget. This is expected, as "people" are at the center of every service we deliver. There are no new full-time positions budgeted in 2021 and any new hires would fill vacancies from natural attrition. Keeping up with contractual wages is always challenging; however, the contractual increases coupled with natural attrition, resulted in a manageable 1.2% impact on our budget.

For the FOURTH year in a row, our health care consortium secured a 0% increase with our health care benefit renewal. Our self-insured prescription, dental, and vision benefit costs continued to outperform professional forecasts in 2020, so we are hopeful this trend will continue. The Township's pension contribution (MMO) remains unchanged at $5.8 million, as 2020 was not an official valuation year for our pension plans. We continue to fund the pension plans using market value calculations as opposed to the legally required minimums. At last valuation, our plans showed funding of 87.1% and 76.1% in the civilian and police pension plans, respectively. With a nearly 20% investment return in 2019 and the hope of positive returns in 2020, we are cautiously optimistic that the 2021 valuation (which will establish the 2022 and 2023

MMO calculations) will be favorable.

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Administration (400)	$949,027	$1,019,711	($70,684)	(7%)
Finance (402)	$789,930	$751,420	$38,510	5%
Human Resources (406)	$251,182	$200,588	$50,594	25%
Info Technology (407)	$574,121	$541,686	$32,435	6%
Facilities (409)	$1,088,966	$992,754	$96,212	10%
Police (410)	$18,111,060	$18,018,668	$92,392	.5%
Fire (411)	$960,137	$952,310	$7,827	.8%
EMS Administration (412)	$571,382	$521,339	$50,043	9%

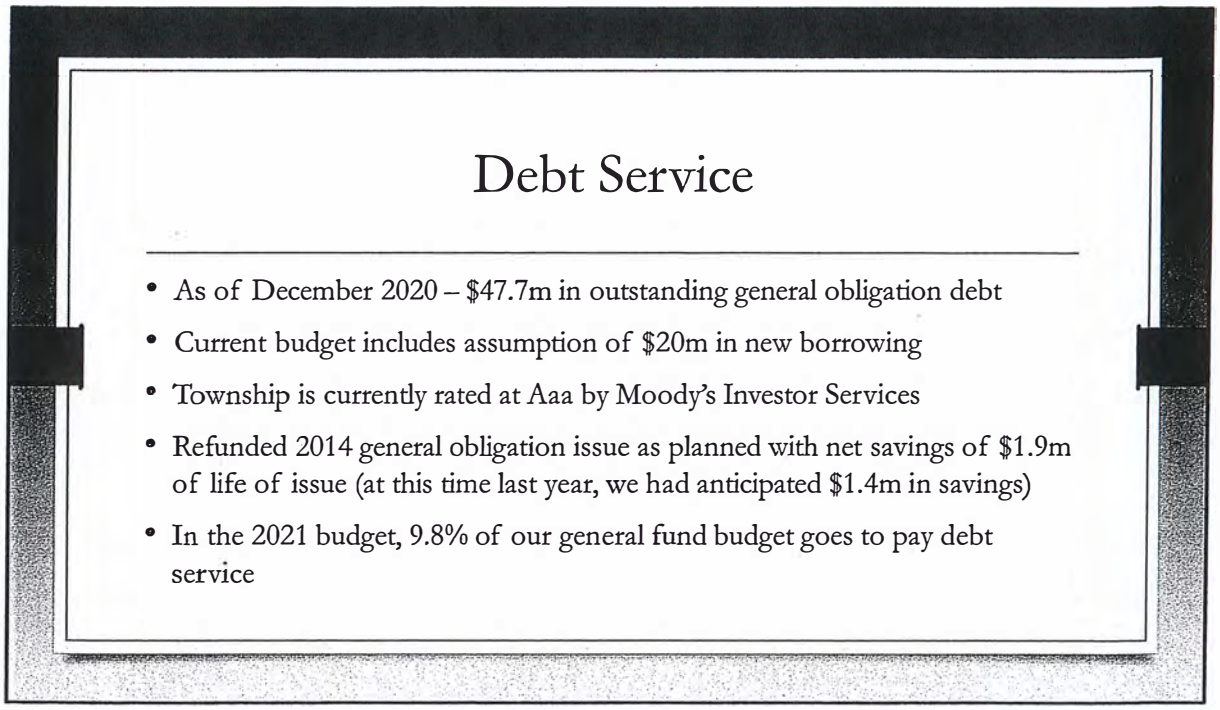
Expenditures by Department. HR…. Implementation of a new Employee Assistance Program that provides mental health and other resources anonymously to employees who are having difficulty.

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Code Enforcement (413)	$986,890	$1,083,659	($96,769)	(10%)
Community Development (414)	$524,962	$751,364	($226,402)	(30%)
Sanitation (427)	$5,169,346	$5,604,227	($434,881)	(8%)
Highways (430)	$4,707,600	$4,965,993	($258,393)	(5%)
Snow Removal (432)	$246,930	$256,930	($10,000)	(4%)
Street Lighting (434)	$589,200	$818,100	($228,900)	(28%)
Auxiliary (440)	$3,210,707	$3,319,029	($108,322)	(3%)
Parks & Recreation (450)	$2,008,524	$2,060,338	($51,814)	(3%)

2021 Proposed General Fund Expenditures

Department	2021 Proposed	2020 Adopted	Change ($)	Change (%)
Ice Skating (451)	$711,005	$763,953	($52,948)	(7%)
Parks Maintenance (454)	$1,363,708	$1,259,712	$103,996	8%
Debt Service (471/472)	$4,645,223	$4,129,319	$515,904	12%
TOTAL	**$47,459,900**	**$48,011,100**	**($551,200)**	**(1%)**



The timing of the long-awaited library renovation project and direction from the Board of Commissioners on the site of the former Brookline School will be the primary drivers of borrowing and debt service costs in 2021. For planning and budget purposes, we have incorporated debt service for $20 million of new borrowing in 2021. With this new anticipated debt service, our debt service costs will represent 9.8% of the general fund budget. In 2020, we refunded (aka "refinanced") our 2014 issue, resulting in savings of $1.99 million in future debt service costs.

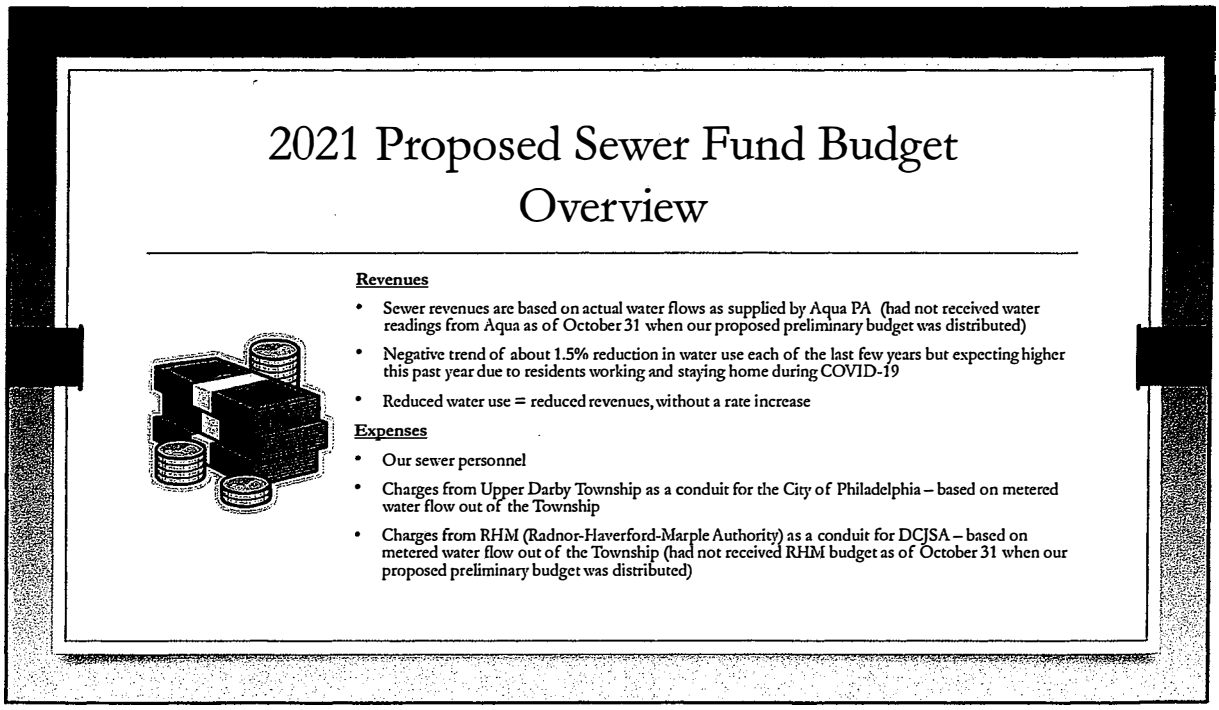
General Fund Wrap Up

In light of the significant challenges discussed throughout this presentation (mainly revenue shortfalls), we face a $2.9 million budget gap for 2021.

Given the current health emergency, troubling economic climate and high rate of unemployment, we believe a tax increase could place a significant hardship on our residents and businesses. Therefore, after a great deal of deep consideration, we propose no tax increase and, instead, recommend the utilization of our 2020 surplus and supplemented by a relatively modest draw on reserves to balance the 2021 budget.

In light of the significant challenges discussed throughout this presentation (mainly revenue shortfalls), we face a $2.9 million budget deficit going into 2021. Given the current health emergency, troubling economic climate and high rate of unemployment, we believe a tax increase could place a significant hardship on our residents and businesses. Therefore, after a great deal of deep consideration, **we propose no tax increase and, instead, recommend the utilization of our 2020 surplus and additional reserves to balance the 2021 budget.**

We do not make this recommendation lightly. We recognize the importance of healthy reserves for long-term fiscal stability and for maintaining a solid position in the world of public finance. Rather than supporting spending outside our means, the use of reserves should support isolated events. We feel strongly that the rare combination of circumstances in the world today represents such an isolated event. Indeed, we are in the midst of a worldwide pandemic, high unemployment and a countywide reassessment. Even with the proposed utilization of fund balance, our reserves remain healthy. We are cautiously optimistic that our operations and revenue streams will return to near normal levels by this time next year when we are preparing the 2022 budget.



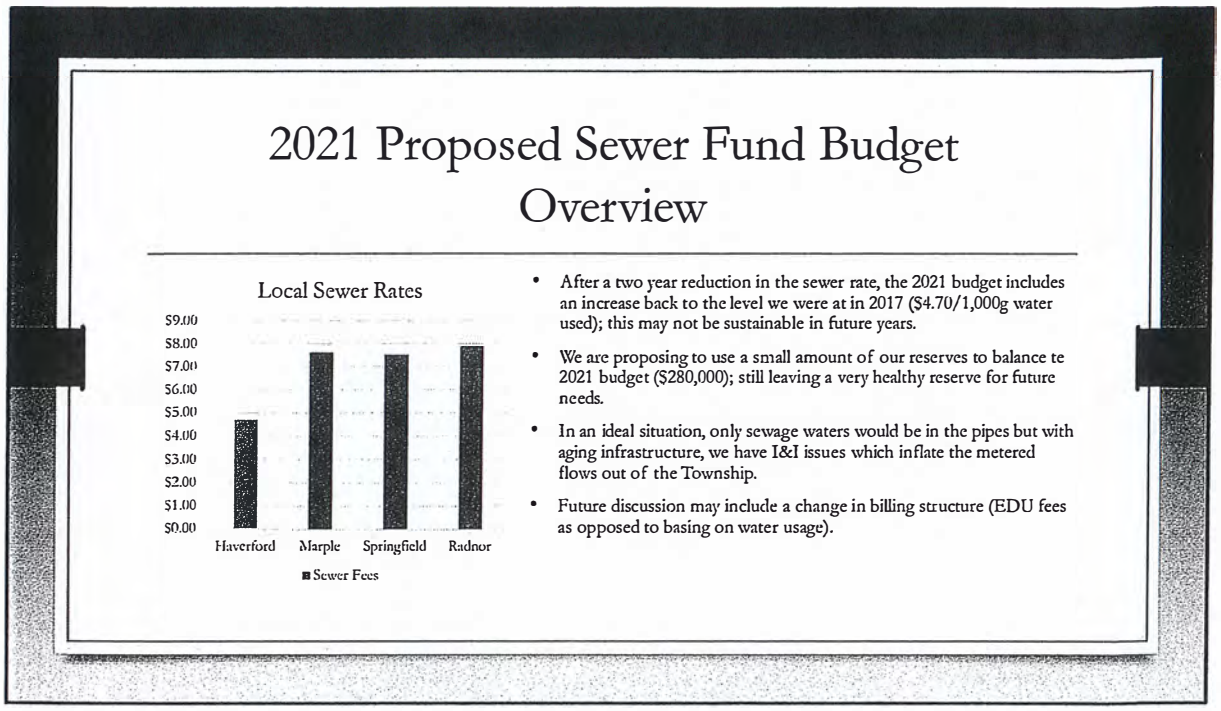
SEWER FUND REVENUE OVERVIEW

Sewer rents charged to all properties on public sewer are the largest revenue generator of this fund at $4.5 million. We recommend utilizing $280,000 of sewer fund reserves to balance the budget, while still retaining healthy fund balance levels. These funds will support the purchase of a large piece of sewer equipment needed in 2021. Our sewer rents are based on water usage as supplied to us by Aqua PA for the period (10/1/2019 - 9/30/2020). Since we had not received the water readings when the preliminary budget went to print, our early opinion WAS that a rate increase of $.30 per 1,000 gallons of water consumed will be necessary, assuming a slight increase in flows (after several years of decreased consumption). The anticipated increase in consumption is due solely to quarantine and the number of people working from home. Other revenue sources include various smaller line items such as investment earnings, lateral permits, etc.

By way of an update, we recently received our actual water readings from Aqua and, while we will still need to increase our rates, it could be much lower than originally anticipated.

SEWER FUND EXPENSE OVERVIEW

The largest expenses in the sewer fund are payments to Radnor-Haverford-Marple Sewer Authority ($1.6 million) and Upper Darby Township ($1.5 million) for sewage processing through Delcora and the City of Philadelphia systems. Township personnel costs represent just 13% of the sewer fund operating budget.

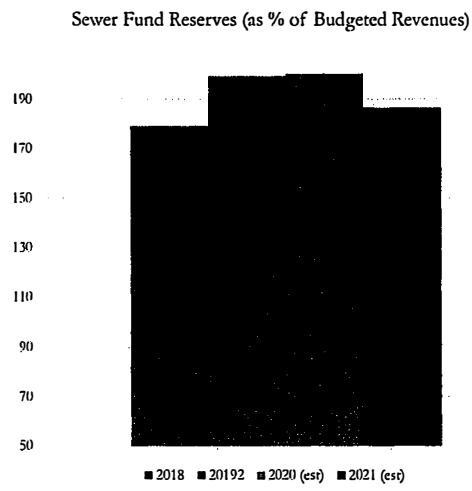


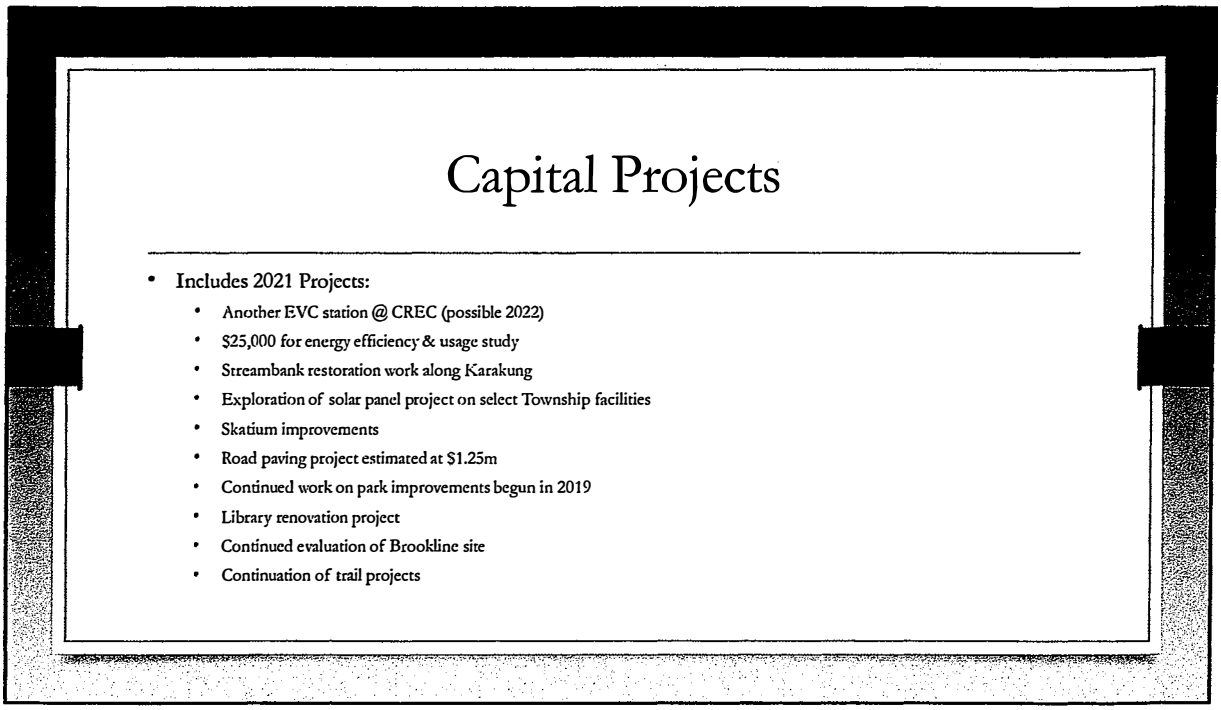
As discussed, our sewer rates are based on consumption data reported by Aqua. In recent years, we have observed a consistent decrease in water consumption. While this is generally good for the environment, reduced water consumption does not translate directly into reduced cost for sewage conveyance and treatment. For this reason, we may wish to examine our sewer rate structure to determine whether another methodology, such as a flat rate, is more appropriate.

Discussion on Use of Sewer Fund Reserves

When is it appropriate?

- When additional funds are needed to respond to a crisis or emergency
- When additional funds are needed to address unanticipated short-term revenue shortfalls
- To stabilize rate increases in unusual times





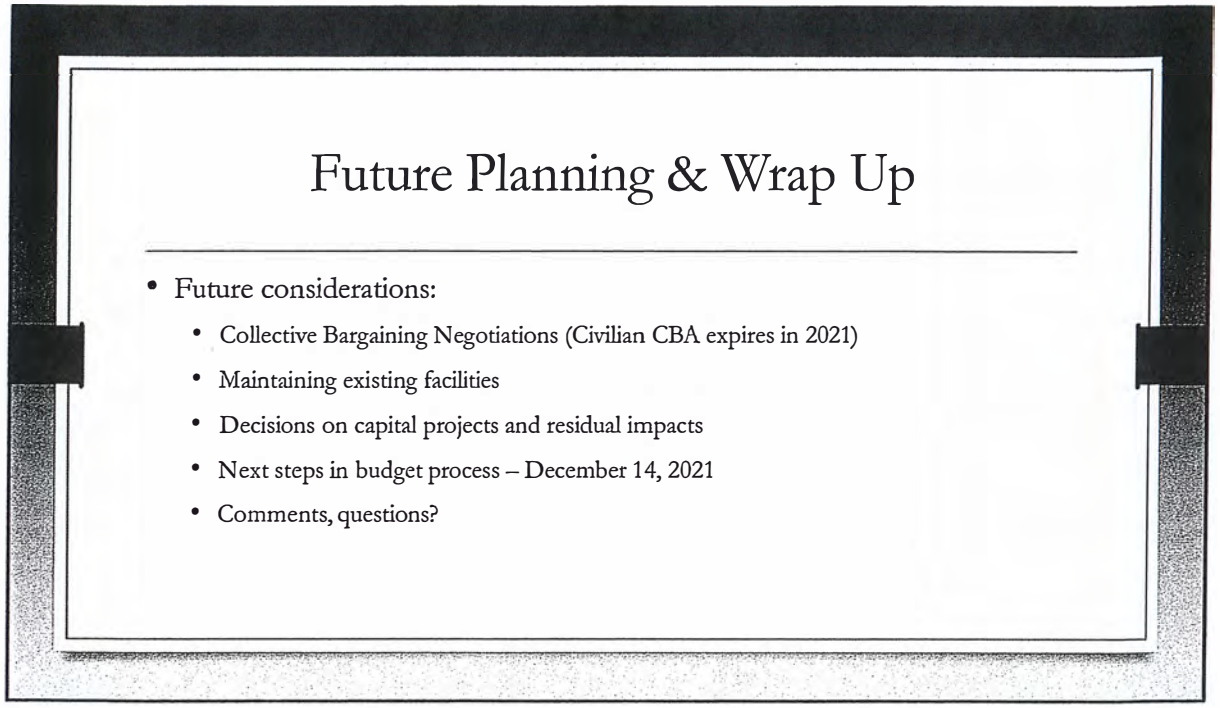
The capital projects fund budget is largely a planning document. The inclusion of a project in the budget does not represent final approval. Each and every contract regarding such projects must go before the Board of Commissioners for final approval. Frequently, planned projects are deferred to future years because of an logistical or financial challenge.

In the fall of 2020, the Board voted to authorize the Township Manager to take steps necessary to finalize the design of a renovation of our current library. In addition, we anticipate continued discussion and a subsequent decision regarding the site of the former Brookline School. Final decisions regarding these two projects may change the direction of the entire capital projects budget.

Other noteworthy projects include:

- Extension of Darby Creek Trail
- Continued exploration of a proposed solar panel purchase and installation on select Township facilities
- Road paving program (estimated at $1.25 million)
- Streambank work along Karakung Drive

- Completion of the Darby Road Streetscape and South Ardmore Parking Lot projects
- Parking improvements at Mill & Karakung SEPTA site
- Improvements to the Skatium Plaza and entrance doors
- Continued work on Pennsy Trail extension, including the Manoa Road pedestrian bridge
- Continued support of Historic Society projects
- Funding for a formal energy efficiency & usage study
- Additional electric vehicle charging station at the CREC
- Continued parks and trail projects



Key highlights:
- No proposed increase in property taxes.
- No proposed increase in our trash/recycling fee.
- Sewer Rate increase – about $0.15 per gallon to $4.55 (lower than originally anticipated)
- For planning purposes, we assume $20 million in new borrowing

I want to thank Assistant Township Manager and Finance Director Aimee Cuthbertson for spearheading the budget process during this most challenging year.

ORDINANCE NO. P24-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD," REGARDING THE MEMBERSHIP OF ADVISORY BOARD AND COMMISSIONS AND ADMINISTRATIVE BOARDS AND COMMISSIONS

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same that the General Laws of the Township of Haverford (the "General Laws"), that the following Sections of Chapter 4 are amended and the following inserted in lieu thereof:

ARTICLE XIX: Shade Tree Commission

§ 4-517Membership; terms; vacancy; equal representation.

B. The members of the Shade Tree Commission shall serve for a term of ~~five~~ three years. However, the terms of not more than four members shall expire each year. The current members of the Shade Tree Commission shall continue in office until the end of the terms for which they were appointed. At the expiration of the terms of the current members, their succeeding appointees shall be appointed for terms complying with the foregoing provisions pertaining to the membership of the Shade Tree Commission.

SEVERABILITY CLAUSE

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

EFFECTIVE DATE

This Ordinance shall be effective 10 days following adoption.

REPEALER

Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: WILLIAM F. WECHSLER
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P25-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. That Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at all Times

Amend to read:

Pinzon Avenue	**East**	**From West Chester Pike to Columbus Avenue**

SECTION 2. That Section 175-95, Schedule XX: Special Purpose Parking Zone

In front of 2228 Bryn Mawr Avenue

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

ORDINANCE NO. P28-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" CHAPTER 175, VEHICLES AND TRAFFIC.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 1. Section 175-95 Schedule XX: Special Purposes Parking Zones.

Installation: in front of 402 Steel Road
in front of 2945 Oakford Road

SECTION 2. Section 175-91, Schedule XVI: Parking of All Vehicles Prohibited at All Times.

Crest Road North Side, From Dover Road to a point 40 feet West.

SECTION 3. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

SECTION 4. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED this day of , 2020

TOWNSHIP OF HAVERFORD

BY: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P29-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

SECTION 1: TEXT AMENDMENTS

Article I Attendance at Places of Public Assemblage

§136-1 Police services supplied.

Where in the conduct or operation of supermarkets, shopping centers, private parking areas, tournaments and other events or public assemblages there are assembled large numbers of persons, the Chief of Police may, upon ~~payment~~ request and agreement to pay to the Township of the sums hereinafter specified, supply the number of ~~police~~ officers ~~he deems~~ necessary to properly supervise and police said activity in order to maintain public order, the safe and speedy conduct of traffic on the highways and in, into and out of parking areas and for the protection of property and the supervision of attendance of the persons, customers and patrons attending said activity. For planned and unplanned work resulting in partial or complete shutdown of a State Highway, the services and payments provided herein shall be required, unless waived by the Chief of Police.

§136-2 Rates; payment ~~in advance~~.

There shall be paid to the Township of Haverford for the police service provided under the terms of this Article the current prevailing ~~overtime~~ special detail rates. ~~In all cases, he charges herein shall be paid~~ The Chief of Police may require payment in advance and prior to the time the police service is required. In the event of cancellation by the requester with less than twelve (12) hours' notice, payment for a minimum of two (2) hours shall be required as set forth in this Article.

§136-3 Compensation; applicability of regular police benefits during extra duty.

~~The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, he shall assign this police service as extra work to those police officers who desire this additional service in an equitable manner, for which extra service they shall receive as additional compensation the sum of their overtime rate for the first two hours or less of such police service. If the extra duty is for less than two hours, the officer performing such duty shall be compensated as set forth above for the minimum of two hours. Any detail contracted by an outside entity wishing to cancel prior to the detail has to notify the department at least one hour prior to the start time or is subject to be charged for a minimum of two hours. This compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.~~

A. The Chief of Police shall keep an accurate record of all regular police officers who desire to participate in this police service in addition to their regular duty, and, so far as possible, the Chief of Police shall assign this police service in an equitable manner as extra duty to those police officers who desire to provide this additional service. For this extra duty, officers shall receive as additional compensation their overtime rate for the hours worked. If the extra duty is for less than two hours, the officer performing such duty shall be compensated for the minimum of two hours. This

compensation shall be included as a part of police compensation for the purposes of pensions, and during the time police officers are working in this extra duty, they shall be entitled to all the benefits to which they are entitled as regular police officers.

B. When an officer accepts an extra duty assignment and it is cancelled by the requester twelve (12) or more hours prior to the reporting time of the extra duty, the notified officer shall not be compensated and the notified officer shall be placed at the top of the detail list.

C. When an officer accepts an extra duty assignment and it is cancelled by the requester less than twelve (12) hours prior to the reporting time of the extra duty, the notified officer shall be compensated at their overtime rate for two (2) hours pay. The cancelled officer shall be placed at the top of the detail list if the assigned extra duty was greater than four (4) hours.

D. When an officer accepts an extra duty assignment and it is cancelled by the requester after the reporting time but prior to half of the extra duty assignment having been completed, the officer shall be compensated at their overtime rate for half of the extra duty assignment or two (2) hours pay, whichever is greater.

E. When an officer accepts an extra duty assignment and it is cancelled by the requester after half or more of the extra duty assignment has been completed, the officer shall be compensated at their overtime rate for the full time of the extra duty assignment as if the entire assignment had been completed.

§136-4 Assignment of policemen during regular duty; compensation; temporary employment of policemen from adjacent municipalities.

At any time if there are not sufficient officers available to supply this police service from the list of police officers who desire to provide this police service ~~extra duty~~, the Chief of Police may~~, if available,~~ assign available officers, if any, during their regular assignment. ~~, in which event they~~ In this case, officers shall receive no additional compensation. ~~, or the~~ Alternatively, the Chief of Police temporarily may employ ~~temporarily for this extra service, as an emergency,~~ regular police of adjacent or adjoining municipalities for this extra service.

SECTION II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

SECTION III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

SECTION IV: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

SECTION V: This is effective ten (10) days following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED this XXth day of January, 2021.

TOWNSHIP OF HAVERFORD

By: _____
President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P30-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS".

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, Delaware County, Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1: TEXT AMENDMENTS

Chapter 30 PENSIONS AND EMPLOYEE BENEFITS

Article III Police Pension Plan

§ 30-28.1 **Act 44 Retirement Program.**

C. Eligibility.
Eligibility for the Act 44 Program shall be determined as follows:
(1) Police officers who have not retired prior to the implementation of the Act 44 Program may enter into the Act 44 Program ~~on the first day of any month~~ following completion of 25 years of credited service and attaining the age of 53 for police officers hired after 8/1/2014, and following the completion of 25 years of credited service and attaining the age of 52, for police officers hired before 8/1/2014..

D. Written election.
Eligible officers who wish to be participants in the Act 44 Program must signify that intention in writing as follows:
(1) A police officer electing to participate in the Act 44 Program must complete and execute an Act 44 Program participation election form prepared by the Township, which shall evidence the member's election to participate in the Act 44 Program. The form must be signed by the police officer and be notarized and submitted prior to the date on which the member wishes Act 44 Program participation to commence. The Act 44 Program participation election form shall include an irrevocable notice to the Township, by the police officer member, that the police officer shall resign from employment with the Police Department effective on a specific date (the "resignation date") that is no later than sixty months ~~three years~~ from the effective date of Act 44 Program Election Form. A police officer shall cease to work as and may no longer

ORDINANCE NO. P31-2020

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE ACQUISITION OF 1744 BURMONT ROAD, HAVERTOWN, PA, SUBJECT TO REVIEW AND ACCEPTANCE BY THE TOWNSHIP SOLICITOR OF THE AGREEMENT AND FURTHER SUBJECT TO THE APPROVAL OF HE TOWNSHIP MANAGER OF THE FINAL AGREEMENT.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1. Pursuant to Section 707, Paragraph A of the Home Rule Charter, the Township hereby authorizes the Township Manager to execute an Agreement of Sale for the purchase of the property known as 1744 Burmont Road, Havertown, PA and identified by Delaware County Tax Parcel No. 22-09-00249-00 for Three Hundred Thousand Dollars ($300,000.00). Authorization is subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final Agreement

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

ADOPTED THIS ____DAY OF _____, 2020.

TOWNSHIP OF HAVERFORD

By: _____
William Wechsler, President
Board of Commissioners

ATTEST:

_____
David R. Burman

RESOLUTION NO. 2196 - 2020

WHEREAS, the Township of Haverford, in January 1977, became a Home Rule Municipality; and

WHEREAS, the Home Rule Charter provides that the dates of public meetings to be held during the year by the Board of Commissioners shall be set forth in a Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the following are the dates of the public meetings to be held during the year 2021 unless otherwise advertised.

BOARD OF COMMISSIONERS

MONDAY, January 4, 2021 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 1
March 1
April 5
May 3
June 7
July – NO WORK SESSION
August 2
September - NO WORK SESSION – Rosh Hashanah
October 4
November – NO WORK SESSION
December 6

REGULAR MEETINGS – 7:00 P.M.

January 11
February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 12 – Tuesday (Day after Columbus)
November 8
November 15 – Prelim. Budget Meeting
December 13 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE	**1st Tuesday, 7:30 PM, Meeting Room C**
RHM SEWER AUTHORITY	**1st Tuesday, 7:00 PM, at RHM**
FRIENDS OF THE GRANGE	**1st Thursday, 7:15 PM, at the Grange**
ZONING HEARING BOARD	**1st and 3rd Thursdays, 7:45 PM, Meeting Rooms A/B**
HEALTH ADVISORY BOARD	**2ND Tuesday, 7:00 PM, Meeting Room C (No meetings June, July and August)**
PLANNING COMMISSION	**2nd and 4th Thursdays, 7:30 PM, Meeting Rooms A/B**
CABLE BOARD	**2nd Wednesday, 7:00PM, Meeting Room C January, March, May, September and November**

HISTORICAL COMMISSION	**3rd Monday, 7:00 PM, Meeting Room C**
SENIOR CITIZENS ADVISORY BOARD	**3rd Tuesday, 7:00 PM, Meeting Room C** **Feb, March, April, May, Sept, October & November**
ICE RINK ADVISORY BOARD	**3rd Tuesday, 7:30 PM, at the Skatium**
HUMAN RELATIONS COMMISSION	**3RD Wednesday, 7:00 PM, Meeting Room C** **(Quarterly – February, May, September, December)**
SHADE TREE COMMISSION	**4TH Monday, 7:30 PM, Meeting Room C**
LIBRARY BOARD	**3RD Wednesday, 7:00 PM, Library Board Room**
PARKS AND RECREATION	**4TH Tuesday, 7:30 PM, Meeting Rooms A/B**
BUREAU OF FIRE	**4TH Tuesday, 7:00 PM, at the Manoa Fire House**

NO Township meetings/events will be held on the following dates

Jewish High Holy Days

Passover – No meetings after 4 p.m. Thursday, April 15th.

Rosh Hashanah – No meetings beginning 4 p.m. Monday, September 6th, No Meetings on Tuesday, September 7th and Wednesday September 8th.

Yom Kippur – No meetings beginning 4 p.m. Wednesday, September 15th and No Meetings on Thursday, September 16th.

Election Days

Primary - TBA

General - November 2, 2021

RESOLVED THIS 14th day of December, 2020.

Township of Haverford

By: William F. Wechsler
President

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2197-2020

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located on Greenbriar Lane, Havertown, known as D.C. Folio No. 22-09-01348-00, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and

WHEREAS, said development will be served by sewer tap-ins; and

WHEREAS, the projected flows will not exceed the design and/or permitted capacity of the said Darby Creek system; and

WHEREAS, Haverford Township finds that the development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

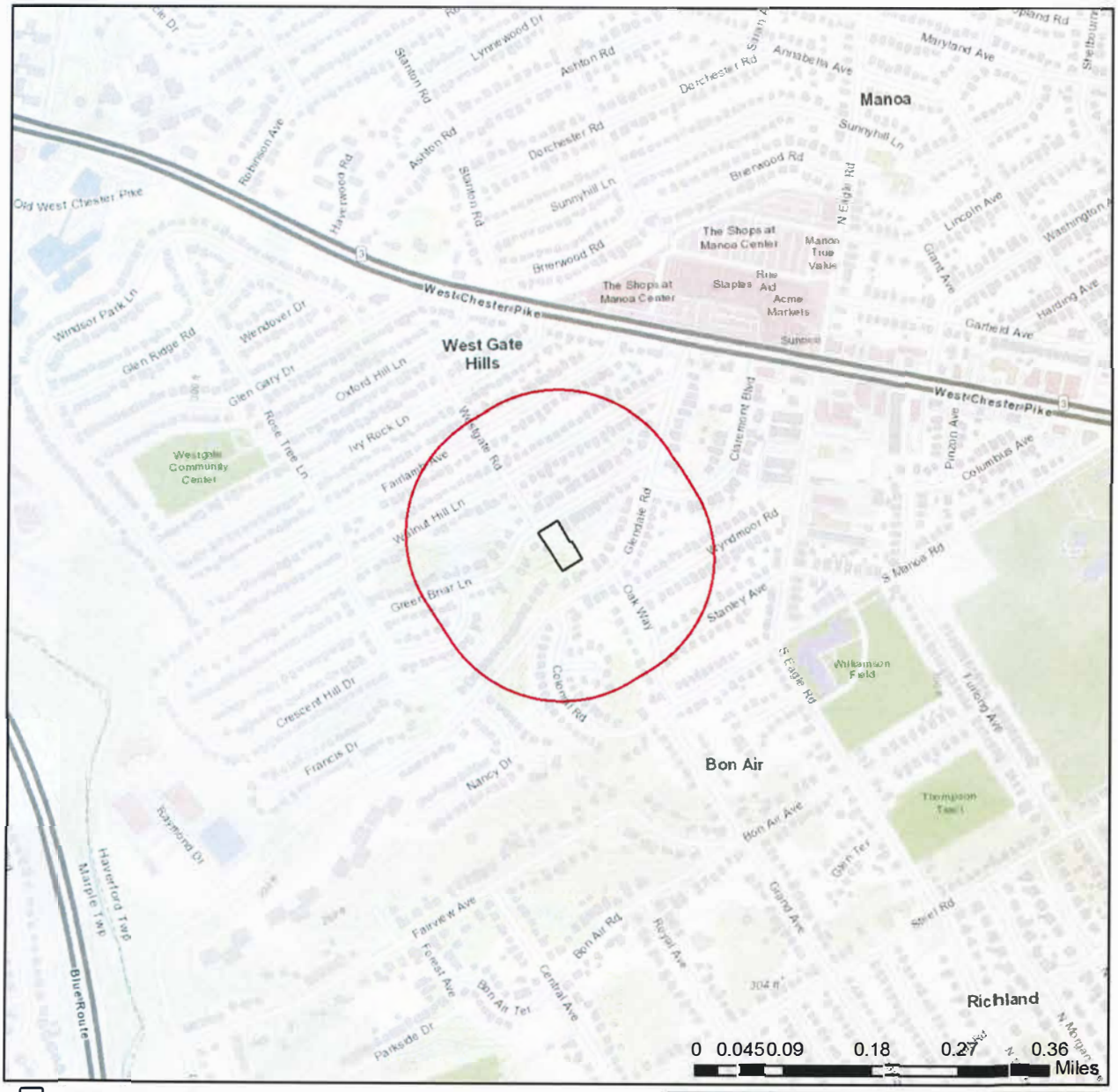
RESOLVED this 14th day of December, A.D., 2020.

TOWNSHIP OF HAVERFORD

By:
William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

Two lot residential development



Project Boundary

Buffered Project Boundary

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS,

RESOLUTION NO. 2198-2020

WHEREAS, the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 has been submitted to permit the subdivision of an existing 14,252 square foot parcel into two (2) lots. The existing single family dwelling will remain on Lot "1" and is proposed to contain a net lot area of 6,928 square feet, resulting in the creation of a 7,324 square foot parcel (Lot 2) with one new single family dwelling and associated improvements. The subject property is within the R-4 Zoning District, and is located in the 6th Ward. The aforesaid plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020; and

WHEREAS, a variance was granted by the Zoning Hearing Board on July 30, 2020 from §182-713.B, to allow the subdivision of the property where the exiting single family dwelling will remain non-conforming in respect to the required front yard setbacks along Homestead Road and Pelham Avenue; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, November 12, 2020, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020, is **approved** subject to following conditions:

1. An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required. (§160 4.E(5)(d)).
2. A Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required for each lot. The permit plan should consider minor adjustments to the trench drain elevation to improve the slope between the drain and sidewalk.
3. A BMP Maintenance Agreement shall be executed and a contribution of $2,200.00 to the Township Stormwater Control and BMP Operation and Maintenance Fund shall be made. (§78-49, §78-51)

4. The stormwater calculations should include all areas within the Limit of Disturbance including the new impervious and bypass on Lot 2 and the proposed driveway and walks on Lot 1. There remain some modest bypass areas within the limit of disturbance on Lot 2 that need to be accounted for.

RESOLVED this 14th day of December, 2020.

TOWNSHIP OF HAVERFORD

By:

William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251
DEPARTMENT OF COMMUNITY DEVELOPMENT
(610) 446-1000 EXT. 2256

July 31, 2020

Mr. Thomas Thornton
68 Yale Road
Havertown, Pa 19083

Re: Zoning Hearing Board Case No. Z20-10

Dear Applicant:

You are hereby notified that a public work session of the Zoning Hearing Board was held on Thursday, July 30, 2020, at which time the above-mentioned variance was approved with the following conditions:

1. The project must be completed within one year and in accordance with the notes of testimony.

The written order is in preparation and will be filed in the office of the Department of Community Development, Township of Haverford, 1014 Darby Road, Havertown, PA. You will receive a copy of the written order, with the conditions of the Board more fully described, by mail.

Furthermore, this notice was mailed at the direction of the Zoning Hearing Board on the date set forth below by the Department of Community Development and shall commence the thirty (30) day period of a timely appeal in accordance with ACT #247, as amended, known as the PENNSYLVANIA MUNICIPALITIES PLANNING CODE.

The Variance or Special Exception granted by the Board shall become Null & Void six months after the date of its issuance unless action has been taken to implement the development.

Any inquires regarding this matter shall be directed to the Department of Community Development.

Very truly yours,

Kelly Kirk, Zoning Officer
Department of Community Development

Certified Mail
7019 1120 0000 8023 4835

cc: William Malone, Esq. Zoning Solicitor

THE APPLICANT REQUESTS A WAIVER FROM THE REQUIREMENTS OF SECTION (160-4.E(5)[e](4)) OF SHOWING ALL SANITARY SEWER, STORM SEWER AND PUBLIC WATER SUPPLY LINES WITHIN 400 FEET.

AERIAL PHOTO

LOCATION MAP
1" = 2000'

TRACT AREA:
14, 252 S.F. NET

ZONING REGULATIONS

R-4 ZONING DISTRICT	
LOT AREA	6000 SF. MIN.
LOT WIDTH AT STREET	38 FT. MIN.
LOT WIDTH AT BLDG. LINE	50 FT. MIN.
BLDG. AREA	30% MAX.
FRONT YARD	30 FT. MIN.
SIDE YARD	8 FT. MIN., 20 FT. AGG.
REAR YARD	25 FT. MIN.
IMPERVIOUS COVER	45% MAX.
BLDG. HEIGHT	35 FT. MAX.

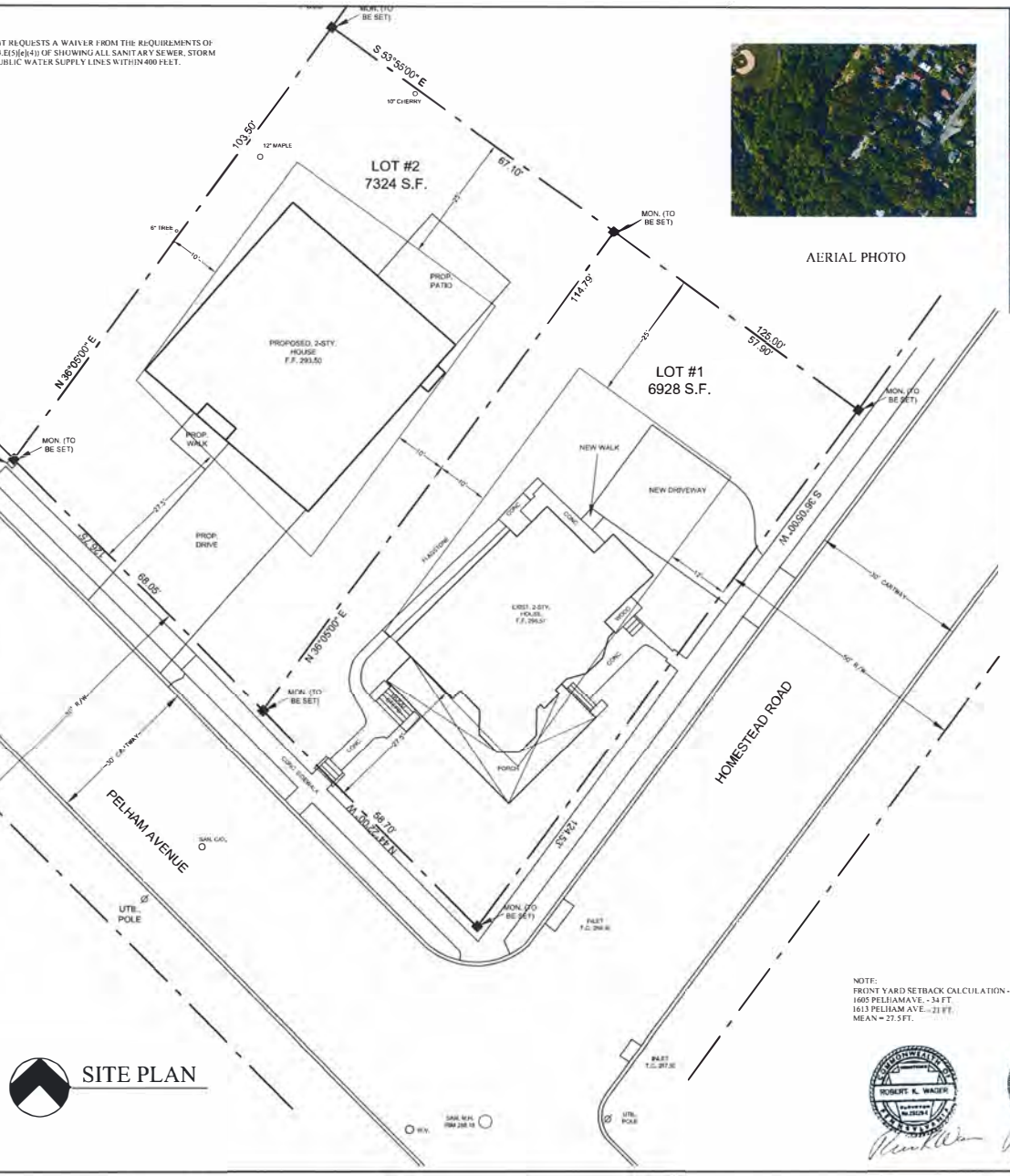
IMPERVIOUS COVER	LOT AREA 14,252 S.F.
EXISTING:	
HOUSE	1516 S.F.
GARAGE	385 S.F.
DRIVE	675 S.F.
PATIOS	538 S.F.
WALKS	348 S.F.
TOTAL IMPERVIOUS	3462 S.F. (24.29)
TOTAL BLDG. AREA	1901 S.F. (13.34%)

IMPERVIOUS COVER	LOT AREA 6928 S.F.
PROPOSED - LOT 1	
HOUSE	1516 S.F.
WALKS	487 S.F.
DRIVE	574 S.F.
TOTAL IMPERVIOUS	2577 S.F. (37.20%)
TOTAL BLDG. AREA	1516 S.F. (21.88%)

IMPERVIOUS COVER	LOT AREA 7324 S.F.
PROPOSED - LOT 2	
HOUSE	1793 S.F.
DRIVE	636 S.F.
PATIO	319 S.F.
WALK	60 S.F.
TOTAL IMPERVIOUS	2808 S.F. (39.34%)
TOTAL BLDG. AREA	1793 S.F. (24.48%)

ZONING REGULATIONS

R-4 ZONING DISTRICT	REQUIRED	LOT 1 (PROP.)	LOT 2(PROP.)
LOT AREA	6000 S.F. MIN.	6928 S.F.	7324 S.F.
LOT WIDTH @ STREET	38 FT. MIN.	58.70 FT.	68.05 FT.
LOT WIDTH @ BLDG. LINE	50 FT. MIN.	57 FT.	68 FT.
BLDG. COVERAGE	30% MAX.	21.88%	24. 48%
FRONT YARD	30 FT. MIN.	20. 64 FT.	30 FT.
SIDE YARD	8 FT. MIN., 20 FT. AGG.	5.56 FT., 18.48 FT.	8 FT., 20 FT.
REAR YARD	25 FT. MIN.	25 FT.	25 FT.
IMPERVIOUS COVER	45% MAX.	37.20%	38. 34%



SITE PLAN

SCALE
10 0 10 20 30

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN APPROVED FOR RECORDING BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS THIS_____DAY OF_____, 2020

CHAIRMAN

SECRETARY

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN RECOMMENDED FOR APPROVAL BY THE HAVERFORD TOWNSHIP PLANNING COMMISSION THIS_____DAY OF_____ 2020

CHAIRMAN

SECRETARY

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION THIS_____DAY OF_____ 2020.

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN REVIEWED BY THE HAVERFORD TOWNSHIP ENGINEER THIS_____DAY OF_____, 2020

TOWNSHIP ENGINEER

ON THIS, THE_____DAY OF_____, 2005, BEFORE ME THE UNDERSIGNED OFFICER APPEARED WHO BEING SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT HE/SHE IS THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS/HER DIRECTION AND THAT HE/SHE ACKNOWLEDGES THE SAME TO BE HIS/HER ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

SIGNATURE OF OWNER_____

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

NOTE:
FRONT YARD SETBACK CALCULATION - TWO HOUSE
1605 PELHAM AVE. - 34 FT.
1613 PELHAM AVE. - 21 FT.
MEAN = 27.5 FT.

OWNER/APPLICANT
TOM THORNTON
68 YALE ROAD
HAVERTOWN, PA 19083

REVISED AS PER REVIEW OF 10-21-20. 11-6-20
REVISED AS PER REVIEW OF 9-9-20 10-6-20

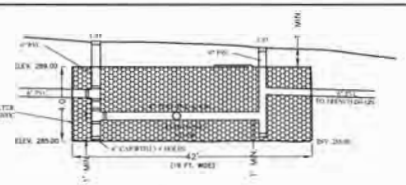
REVISIONS	ADD LOT 1 DRIVEWAY	7/28/20

RKW ENGINEERING SERVICES
ROBERT K. WAGER, P.E.
1610 PELHAM AVENUE
HAVERTOWN, PA 19083
(610) 642-0960

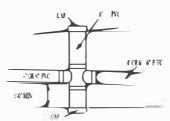
MINOR SUBDIVISION
RECORD PLAN
1613 PELHAM AVENUE, HAVERFORD TOWNSHIP
DELAWARE COUNTY PENNSYLVANIA

DATE:	SCALE:	DRAWN BY:	PROJ. NO.:
4/11/20	1"=10'-0"	RKW	19063

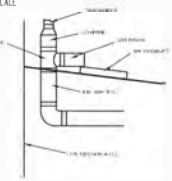
SHEET 1 OF 3



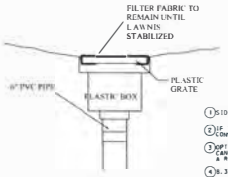
LOT 2 SEEPAGE BED
NO SCALE



SEDIMENT TRAP DETAIL
NO SCALE

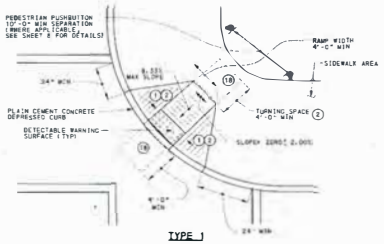


DOWNSPOUT DETAIL
NO SCALE



12" & 18" YARD DRAIN DETAIL
NO SCALE

1. SIDE FLARES 10.00% MAX SLOPE.
2. IF THE TURNING SPACE IS INDICATED TO BE LESS THAN 4'-0", CONSTRUCT SIDE FLARES @ 8.33% MAX SLOPE.
3. OPTIONAL ROLLED CONCRETE SURFACE OR RECTANGULAR SLOPE CAN BE USED TO MEET THE ADJACENT SURFACES IN LIEU OF A RETURN CURB CHEEK WALL.
4. 8.33% MAX RAMP SLOPE, SEE NOTE 8 SHEET 1.
5. CURB RAMPS REQUIRING A TURNING SPACE WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SEE DETAILS FOR LOCATIONS AND DIMENSIONS.



TYPE I
CURB RAMP

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL AND SAFETY REQUIREMENTS GOVERNING THE WORK SHOWN.
2. THE CONTRACTOR MUST VERIFY THE LOCATIONS AND DEPTHS OF ALL UNDERGROUND FACILITIES BEFORE THE START OF WORK.
3. GEOTEXTILE FILTER FABRIC SEDIMENT CONTROL BARRIERS SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
4. DISTURBED AREAS THAT WILL REMAIN EXPOSED FOR MORE THAN 20 DAYS SHALL BE MULCHED AND SEEDED.
5. EXISTING FEATURES FROM FIELD SURVEY BY RKW ENGINEERING SERVICES, INC., OCT. 2019.
6. ELEVATIONS ARE BASED UPON APPROXIMATE USGS VERTICAL DATUM.
7. BOUNDARY INFORMATION FROM DEED PROVIDED BY CLIENT.
8. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE ON SITE AT ALL TIMES.
9. ALL DOWNSPOUTS SHALL BE EQUIPPED WITH LEAF STRAINING DEVICES.
10. ALL EXCESS FILL SHALL BE REMOVED FROM THE JOB SITE.
11. ALL ROOF DRAIN AND DETENTION BASIN PIPING SHALL BE SCHEDULE 40 OR BETTER.
12. ALL PERIMETER SILT FENCE SHALL BE SUPER SILT FENCE.
13. ALL SUBSTANDARD CURB AND SIDEWALK SHALL BE REPLACED.
14. A TOWNSHIP ROAD OPENING PERMIT WILL BE REQUIRED FOR THE DRIVEWAY AND UTILITY CONNECTIONS.
15. ALL CLEAN-OUTS ADJACENT TO OR IN THE DRIVEWAYS SHALL BE FURNISHED WITH TRAFFIC RATED COVERS.
16. FOUNDATION AS-BUILT PLANS WILL BE REQUIRED FOR LOT #2.
17. IF EXCAVATION IS PROPOSED WITHIN THE DRIPLINES OF TREES, CARE SHALL BE TAKEN TO MINIMIZE DISTURBANCE OF TREE ROOTS. ALL DISTURBED ROOTS SHALL BE CUT AS CLEANLY AND THE CUT ENDS COVERED

SCALE
10 0 10 20 30

TREE REPLACEMENT:

4 TREES ARE TO BE REMOVED.
THE TOTAL CALIPER IS 36 IN. THE REPLACEMENT CALIPER IS 36/4 = 9 IN. THE ACTUAL REPLACEMENT CALIPER IS 10 IN

COMPENSATORY TREE PLANTING SCHEDULE

BOT. NAME	COM. NAME	QUANT.	TOTAL CAL.	SYM.
ACER RUBRUM	RED MAPLE	3	9"	(R)
QUERCUS BICOLOR	SWAMP WHITE OAK	2	4"	(OB)
TOTAL		5	13"	

STREET TREE PLANTING SCHEDULE

BOT. NAME	COM. NAME	QUANT.	CALIPER	SYM.
CARPINUS CAROLINIANA	AMERICAN HORNBEAM	4	2"	(C)
TOTAL		4		

I, _____, THE APPLICANT, DO HEREBY ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED DRAINAGE PLAN MUST BE APPROVED BY HAVERFORD TOWNSHIP

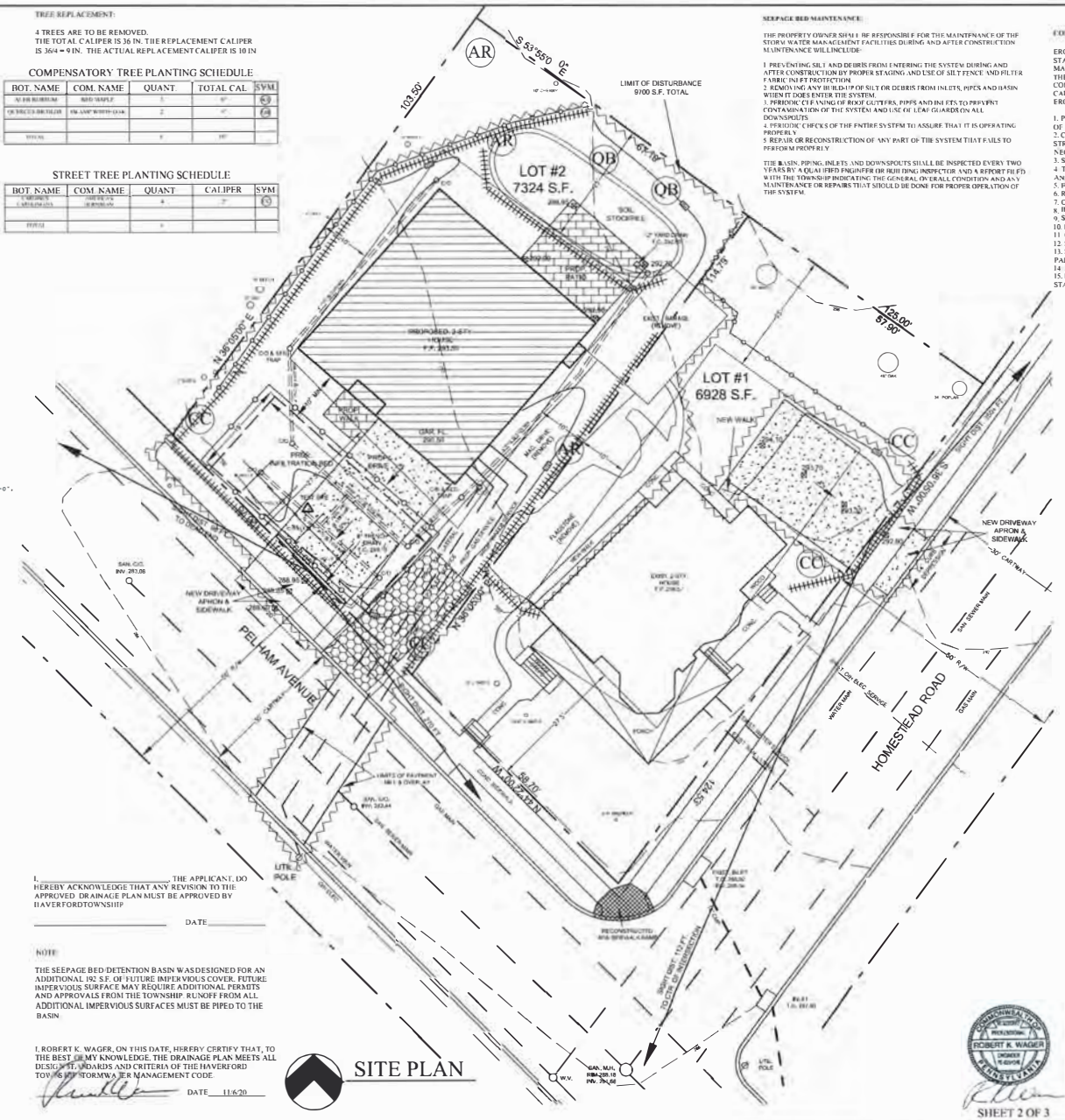
_____ DATE_____

NOTE

THE SEEPAGE BED DETENTION BASIN WAS DESIGNED FOR AN ADDITIONAL 192 S.F. OF FUTURE IMPERVIOUS COVER. FUTURE IMPERVIOUS SURFACE MAY REQUIRE ADDITIONAL PERMITS AND APPROVALS FROM THE TOWNSHIP. RUNOFF FROM ALL ADDITIONAL IMPERVIOUS SURFACES MUST BE PIPED TO THE BASIN.

I, ROBERT K. WAGER, ON THIS DATE, HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE HAVERFORD TOWNSHIP STORMWATER MANAGEMENT CODE.

DATE 11/6/20



SITE PLAN

SEEPAGE BED MAINTENANCE:

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES DURING AND AFTER CONSTRUCTION. MAINTENANCE WILL INCLUDE:

1. PREVENTING SILT AND DEBRIS FROM ENTERING THE SYSTEM DURING AND AFTER CONSTRUCTION BY PROPER STAGING AND USE OF SILT FENCE AND FILTER FABRIC INLET PROTECTION.
2. REMOVING ANY BUILD-UP OF SILT OR DEBRIS FROM INLETS, PIPES AND BASIN WHEN IT DOES ENTER THE SYSTEM.
3. PERIODIC CLEANING OF ROOF GUTTERS, PIPES AND INLETS TO PREVENT CONTAMINATION OF THE SYSTEM AND USE OF LEAF GUARDS ON ALL DOWNSPOUTS.
4. PERIODIC CHECKS OF THE ENTIRE SYSTEM TO ASSURE THAT IT IS OPERATING PROPERLY.
5. REPAIR OR RECONSTRUCTION OF ANY PART OF THE SYSTEM THAT FAILS TO PERFORM PROPERLY.

THE BASIN, PIPING, INLETS AND DOWNSPOUTS SHALL BE INSPECTED EVERY TWO YEARS BY A QUALIFIED ENGINEER OR BUILDING INSPECTOR AND A REPORT FILED WITH THE TOWNSHIP INDICATING THE GENERAL OVERALL CONDITION AND ANY MAINTENANCE OR REPAIRS THAT SHOULD BE DONE FOR PROPER OPERATION OF THE SYSTEM.

CONSTRUCTION STAGING

EROSION AND SEDIMENT CONTROLS MUST BE CONSTRUCTED, STABILIZED AND FUNCTIONAL BEFORE GENERAL SITE DISTURBANCE MAY BEGIN. ONLY LIMITED DISTURBANCE WILL BE PERMITTED FOR THE CONSTRUCTION OF THE SEDIMENT CONTROL FACILITIES. CONSTRUCTION PROCEDURES AND STAGING MUST BE ADHERED TO CAREFULLY TO MINIMIZE THE TIME THAT SOIL IS EXPOSED TO EROSION. CONSTRUCTION IS TO BE STAGED AS FOLLOWS:

1. PLACE SEDIMENT CONTROL BARRIERS IMMEDIATELY DOWNHILL OF EARTHMOVING ACTIVITIES.
2. CLEAR AND GRUB CONSTRUCTION AREA AND REMOVE EXISTING STRUCTURES, REMOVING THE MINIMUM AMOUNT OF VEGETATION NECESSARY FOR CONSTRUCTION.
3. STRIP AND STOCKPILE TOPSOIL FROM CONSTRUCTION AREA.
4. THE TOPSOIL STOCKPILE SHALL BE TEMPORARILY SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 4 LBS. PER 1000 SQ. FT.
5. EXCAVATE FOUNDATION, LOT 2.
6. ROUGH GRADE NEW DRIVEWAY.
7. CONSTRUCT BUILDING, LOT 2.
8. INSTALL PIPING TO SEEPAGE BED.
9. STONE NEW DRIVEWAY.
10. REMOVE EXISTING DRIVEWAY.
11. CONSTRUCT SEEPAGE BED.
12. SPREAD TOPSOIL AND FINISH GRADE.
13. SPED AND MULCH DISTURBED AREAS IN ACCORDANCE WITH PADOT FORMULA B.
14. PAVE DRIVEWAY.
15. REMOVE EROSION AND SEDIMENTATION CONTROLS AND STABILIZE ANY REMAINING DISTURBED AREAS.

SOILS:

UrnB - URBAN LAND, GLENELG COMPLEX, 0 TO 8 PERCENT SLOPES. HYDROLOGIC GROUP B.

OWNER/APPLICANT

AFFIRMED INVESTMENT GROUP LLC
1113 LINDALE AVE.
DREXEL HILL, PA 19026

SEEDING SPECIFICATIONS

PERMANENT SEEDING 60% KENTUCKY BLUEGRASS 30% RED FESCUE 10% PERENNIAL RYE GRASS	260 LB./AC.
FERTILIZER 10-20-20	1000 LB./AC.
LIME	2 TONS/AC.
MULCH HAY OR STRAW	1 TONS/AC.
TEMPORARY SEEDING ANNUAL RYEGRASS	40 LB./AC.
FERTILIZER 5-5-5	1000 LB./AC.
MULCH HAY OR STRAW	3 TONS/AC.

LEGEND

- EXIST. CONTOUR
- PROP. CONTOUR
- EXIST. TREE TO BE REMOVED (17" TREE)
- SILT FENCE
- TREE PROTECTION FENCE
- UTILITIES
- PROP. STORM DRAINS
- CONSTRUCTION ENTRANCE TIRE CLEANER
- PROPERTY LINES
- LIMIT OF DISTURBANCE

REVISED AS PER REVIEW OF 10-21-20 11-6-20
REVISED AS PER REVIEW OF 9-9-20 10-6-20

REVISIONS | ADD LOT 1 DRIVEWAY 10-20

RKW ENGINEERING SERVICES
BY: BERT K. WAGER, P.E.
1650 PELHAM AVENUE
HAVERTOWN, PA 19083
(610) 642-8990

COMMONWEALTH OF PENNSYLVANIA
ROBERT K. WAGER
ENGINEER
No. 024936

MINOR SUBDIVISION
GRADING PLAN
1613 PELHAM AVENUE, HAVERFORD TOWNSHIP
DELAWARE COUNTY PENNSYLVANIA

DATE	SCALE	DRAWN BY	PROJ. NO.
1/30/20	1"=10'-0"	RKW	19061

SHEET 2 OF 3

RESOLUTION NO. 2199-2020

WHEREAS, the Board of Commissioners wish is for individuals to enjoy open space and recreation especially during the Covid-19 pandemic in which outdoor activities and social distancing are strongly recommended; and

WHEREAS, nearly a 1,000 residents have recently signed a petition calling for the closure of Karakung Drive on Sundays throughout 2021 so that individuals and families can enjoy walking, biking, pushing strollers, running and appreciate the natural beauty of the Powder Mill Valley at a safe social distance during a time when recreational options for residents are severely limited; and

WHEREAS, the Board of Commissioners of the Township of Haverford desires, in accordance with the rules and regulations of the Pennsylvania Department of Transportation, to close State Highway, Karakung Drive, commencing:

Sunday – and only on Sunday – January 3,2021

From – 7 AM to Dusk to Sunday – December 26, 2021

And

Thursday November 25,2021(Thanksgiving) from 7 AM to Dusk

WHEREAS, the Board of Commissioners designate Haverford Police Department Chief John Viola to execute any documents with PaDot and be responsible for the safety and welfare of residents utilizing Karakung Drive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, authorizing this recreational project.

RESOLVED this 14th day of December, 2020

TOWNSHIP OF HAVERFORD

By: William F. Wechsler
President
Board of Commissioners

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2200-2020
Township of Haverford

PENNDOT Multimodal Transportation Fund (MTF) Program
Ardmore Avenue and Haverford Road
Proposed Intersection Improvements

BE IT RESOLVED, that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $650,000 from the Pennsylvania Department of Transportation to be used for the improvements of the intersection located at Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety.

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

RESOLVED this 14th day of December, A.D., 2020

TOWNSHIP OF HAVERFORD

BY: _____
William F. Wechsler, President
Board of Commissioners

I, _____, duly qualified Secretary of Haverford Township, Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a resolution duly adopted by a majority vote of the Haverford Township Board of Commissioners at the regular meeting held December 14th, 2020 and said Resolution has been recorded in the Minutes of Haverford Township and remains in effect as of this date.

THE TUSTIN GROUP
Integrated Building Services

Mechanical
Energy
Fire
Water
Construction

Tustin Energy Solutions

Maintenance Proposal for Building Systems

Date:
November 13, 2020

Proposal Number:
TES20234_R2

Prepared for:
Richard Maclary
Haverford Township
1010 Darby Road

Haverford PA 19083
Ph: 610-853-1298

Prepared by:
Brad Pappal c/o Cyndi Kirkpatrick
610.539.8200

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890

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4	Service Organization Chart			
5	Pricing Recap 1			
6	Special Provisions Page 1			
7	Administration Bldg Agreement	Automation	CPM IV	Semi-Annual
8	Equipment List 1			
9	Equipment List 2			
10	Equipment List 3			
11	Equipment List 4			
12	Terms & Conditions CII & CIV			

Tustin Energy Solutions - The Experience You Deserve

Summary

On behalf of The Tustin Group, we thank you for the opportunity to present our proposal for service. This proposal may include multiple options for your consideration. Please review the following pages for details.

Goals

1 Provide Preventative Maintenance of HVAC Automation Systems

2 Detailed Reporting of Automation Systems

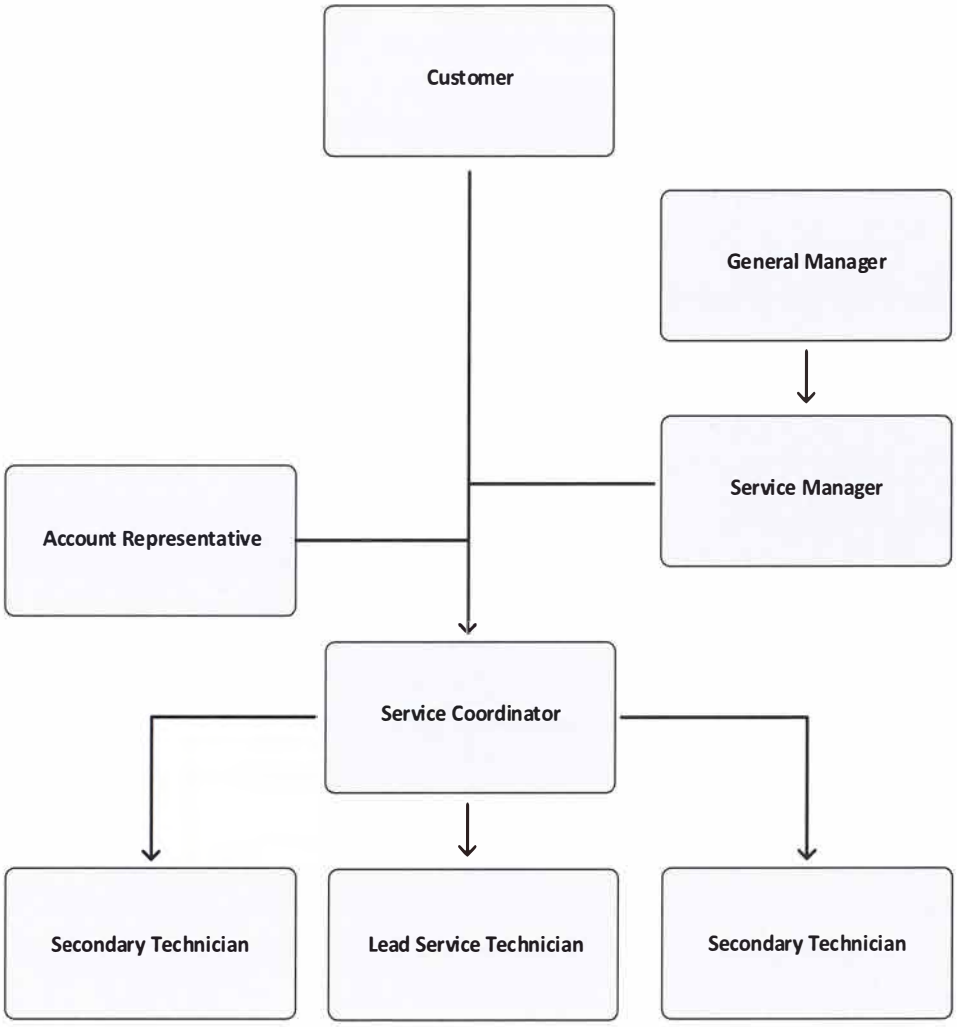
	Labor Rates (Cost / Hr)	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
1	Building Automation	$130	$131	$131	NA	NA
2	Non-Contract Rate Automation	$155	$160	$160	NA	NA
3	Overtime (Includes Saturdays / Sundays / Holidays)	Rate x 1.5				
4	Emergency Response	4 Hours or less				
5	Truck Charge	$48 For Non-Contract Only				

This proposal assumes that if granted, all parties will work together to develop mutually agreeable contract start date. Proposal is also based upon information provided at this time. Any revisions required at a later may be subject to price review. We reserve the right to withdraw this proposal if not accepted within 60 days.

Thank you for the opportunity. We look forward to working with you.

Brad Pappal c/o Cyndi Kirkpatrick
General Manager / Building Services Consultant

Organizational Chart (Service)



Tustin Energy Solutions - The Experience You Deserve

PRICING RECAP

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

Item No.	Site Location	Core Offering	Services	Status	Effective Date	Frequency	Unit Cost	Option Total Cost
1	Administration Bldg	Automation	CPM II	Pending	1/1/2021	Semi-Annual	$2,000	$4,000
2	End of List							

AUTOMATION SPECIAL PROVISIONS

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

***Via the user interfaces we* will provide the following:**

CPM II Program Agreement Option 1:

1. **Systems**
   - Verification of all input / output devices
   - Sequencing
     - Test all links, verify point mapping to existing database
     - Test email alarming
2. **Network Area Controller / Supervisory Systems**
   - Test network conductivity to all controllers
   - Backup all area controller(s)
   - Review onboard battery function - if applicable
   - Firmware revisions - if applicable
     NOTE: This proposal does not assume programming modifications for proprietary systems if full access user credentials along with programming tools are not embedded with system license.
     NOTE: This proposal does not assume upgrade costs for N4 upgrades if running any version of AX
3. **Remote Troubleshooting**
   - If remote access is available, TES will provide remote diagnosis at no additional charge.
4. **Final Reporting**
   - Provide spreadsheet of all controller and devices tested
   - Provide report of any system deficiencies
   - Energy procurement services
     - Full review of energy consumption and performance is included once annually

Exclusions

1. Premium time (unless noted otherwise) - all work included Monday - Friday 7am to 3:30pm (non holidays)
2. Full coverage services or replacement of damaged devices not specifically noted in scheduled equipment list
3. Energy Curtailment service / onsite testing for demand response provider
4. Extended warranty of existing equipment
5. Critical monitoring services - available upon request
6. Repair work (labor and materials)
7. Calibration of existing sensors and end devices
8. All materials

Thank you.

Tustin Energy Solutions - The Experience You Deserve

MAINTENANCE AGREEMENT FOR BUIDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

BY and BETWEEN:

Tustin Energy Solutions 2555 Industry Lane Norristown PA 19403-3907	**AND**	Haverford Township 1010 Darby Road Haverford PA 19083
hereinafter CONTRACTOR		hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S)

Contractor will provide the services described in the maintenance program indicated below, which are attached and made a part of this Agreement, In accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Administration Bldg	Automation
CPM II	Semi-Annual

and associated Terms and Conditions

AGREEMENT coverage will commence on January 1, 2021 (date). The AGREEMENT price is $4,000.00 per year, payable $2,000.00 per Semi-Annual in advance beginning on the effective date of January 1, 2021 (date) through December 31, 2022

NOTE: Proposal assumes a 2.5% annual increase

1st YEAR or WARRANTY ONLY: During defined period, the AGREEMENT price will be $ NA per _____. It is understood this 1st year pricing expires on NA (date).

SCHEDULES INCLUDED

This proposal is the property of Contractor and is provided for Customer's use only. Contactor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Signature (Sales Representative) Brad Pappal c/o Cyndi Kirkpatrick

Approved for Contractor:

Signature

Name & Title

Date

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
1	Building Automation	1		Distech EC-BOS 8 JACE 8000 Tit		NA	Municipal Bldg
2	Building Automation	1		Distech ECB-600		NA	Municipal Bldg
3	Building Automation	1		Protocessor		NA	Municipal Bldg
4	Building Automation	1		Aerco Boiler		NA	Municipal Bldg
5	Building Automation	1		Aerco Boiler		NA	First Floor Police Dep
6	Building Automation	1		Distech ECB-600		NA	Municipal Bldg
7	Building Automation	1		Daikin Microtech III		NA	First Floor Police Dep
8	Building Automation	1		Trane UC210 VAV controller		NA	Chiefs Office
9	Building Automation	1		Trane UC210 VAV controller		NA	Deputy Chief
10	Building Automation	1		Trane UC210 VAV controller		NA	Chief Secretary
11	Building Automation	1		Trane UC210 VAV controller		NA	Executive Conference
12	Building Automation	1		Trane UC210 VAV controller		NA	Detectives Suite
13	Building Automation	1		Trane UC210 VAV controller		NA	Detective Lieut.
14	Building Automation	1		Trane UC210 VAV controller		NA	CPU Detective
15	Building Automation	1		Trane UC210 VAV controller		NA	Detective Srgt
16	Building Automation	1		Trane UC210 VAV controller		NA	Copy
17	Building Automation	1		Trane UC210 VAV controller		NA	Detective Office
18	Building Automation	1		Trane UC210 VAV controller		NA	Detective Secretary
19	Building Automation	1		Trane UC210 VAV controller		NA	Detective Interview
20	Building Automation	1		Trane UC210 VAV controller		NA	Interview Room
21	Building Automation	1		Trane UC210 VAV controller		NA	Patrol Room
22	Building Automation	1		Trane UC210 VAV controller		NA	Patrol Srgt
23	Building Automation	1		Trane UC210 VAV controller		NA	Partrol Lieut.
24	Building Automation	1		Trane UC210 VAV controller		NA	Partrol Lieut.
25	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Unit

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
26	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Srgt
27	Building Automation	1		Trane UC210 VAV controller		NA	Special Ops Int
28	Building Automation	1		Trane UC210 VAV controller		NA	Training Rm 106
29	Building Automation	1		Trane UC210 VAV controller		NA	Roll Call Rm
30	Building Automation	1		Trane UC210 VAV controller		NA	K-9 Area
31	Building Automation	1		Trane UC210 VAV controller		NA	Animal Control
32	Building Automation	1		Trane UC210 VAV controller		NA	Interview Room 110
33	Building Automation	1		Trane UC210 VAV controller		NA	Booking Office
34	Building Automation	1		Trane UC210 VAV controller		NA	Cell Block 2
35	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Room
36	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Custodian
37	Building Automation	1		Trane UC210 VAV controller		NA	Evidence Processing
38	Building Automation	1		Trane UC210 VAV controller		NA	Arm Order Rm
39	Building Automation	1		Trane UC210 VAV controller		NA	Break Rm
40	Building Automation	1		Trane UC210 VAV controller		NA	Womans Locker
41	Building Automation	1		Trane UC210 VAV controller		NA	Mens Locker
42	Building Automation	1		Trane UC210 VAV controller		NA	Work Out Rm
43	Building Automation	1		Trane UC210 VAV controller		NA	Archive Storage
44	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Work Rm
45	Building Automation	1		Trane UC210 VAV controller		NA	Storage 129
46	Building Automation	1		Trane UC210 VAV controller		NA	Lobby C-2
47	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C
48	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C-3
49	Building Automation	1		Trane UC210 VAV controller		NA	Storage 112
50	Building Automation	1		Daikan Microtech III		NA	2nd Floor Municipal O

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
51	Building Automation	1		Trane UC210 VAV controller		NA	Receptionist 202
52	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Suite 204
53	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Workroom 204.1
54	Building Automation	1		Trane UC210 VAV controller		NA	Green Room 204.2
55	Building Automation	1		Trane UC210 VAV controller		NA	I.T. Office 204.4
56	Building Automation	1		Trane UC210 VAV controller		NA	Financial Staff 205
57	Building Automation	1		Trane UC210 VAV controller		NA	Finance Director 205.
58	Building Automation	1		Trane UC210 VAV controller		NA	Codes Staff 206
59	Building Automation	1		Trane UC210 VAV controller		NA	Codes Staff 206.1
60	Building Automation	1		Trane UC210 VAV controller		NA	Code Director 206.1
61	Building Automation	1		Trane UC210 VAV controller		NA	Community Dev. Dire
62	Building Automation	1		Trane UC210 VAV controller		NA	Codes Active Files 20
63	Building Automation	1		Trane UC210 VAV controller		NA	Copy 210
64	Building Automation	1		Trane UC210 VAV controller		NA	Scan 211
65	Building Automation	1		Trane UC210 VAV controller		NA	H.R. 212
66	Building Automation	1		Trane UC210 VAV controller		NA	Copy 216
67	Building Automation	1		Trane UC210 VAV controller		NA	Conference Room 21
68	Building Automation	1		Trane UC210 VAV controller		NA	Manager Office 218
69	Building Automation	1		Trane UC210 VAV controller		NA	Manager Secretary 2
70	Building Automation	1		Trane UC210 VAV controller		NA	Parking Authority 220
71	Building Automation	1		Trane UC210 VAV controller		NA	P.W. Staff 221
72	Building Automation	1		Trane UC210 VAV controller		NA	P.W. Director 221.1
73	Building Automation	1		Trane UC210 VAV controller		NA	Break Room 222
74	Building Automation	1		Trane UC210 VAV controller		NA	Paramedic Director 2
75	Building Automation	1		Trane UC210 VAV controller		NA	Paramedic Director 2

Equipment List

Proposal Date	Proposal Number	Agreement No.
November 13, 2020	TES20234_R2	

CONTROLLER LIST

NO	CORE OFFERING	QTY	Rating	ITEM DESCRIPTION	MFR	FULL COVERAGE	LOCATION
76	Building Automation	1		Trane UC210 VAV controller		NA	Rec Staff 224
77	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Director 224.1
78	Building Automation	1		Trane UC210 VAV controller		NA	Rec. Assistance 224.
79	Building Automation	1		Trane UC210 VAV controller		NA	Lobby C-1
80	Building Automation	1		Trane UC210 VAV controller		NA	Corridor
81	Building Automation	1		Trane UC210 VAV controller		NA	Corridor C-8
82	Building Automation	1		Trane UC210 VAV controller		NA	Stair S-1
83	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
84	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
85	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
86	Building Automation	1		Trane UC210 VAV controller		NA	Commissioners Roon
87	Building Automation	1		Trane UC210 VAV controller		NA	Caucus 225
88	Building Automation	1		Daikin Microtech III		NA	Municipal Bldg
89	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 8 and
90	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 10 an
91	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 6, 7 a
92	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 1, Co
93	Building Automation	1		Distech ECB_103		NA	Convector 6 and 7
94	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 4 and
95	Building Automation	1		Distech ECB_103		NA	Cabinet Heater 2 and
96	Building Automation	1		Distech ECB_203		NA	Convector 1, 2 and 3
97	Building Automation	1		Distech ECB_203		NA	Convector 9, Unit Hea
98	Building Automation	1		Distech ECB_203		NA	Cabinet Heater 3, Co
99	Building Automation	1		Distech ECB_203		NA	Unit Heater 3 and 4. E
100	End of List						

COMPREHENSIVE II & CIV (CPM II & CPM IV) PROGRAM TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.

4. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.

5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

6. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

7. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

8. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

13. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.

14. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

15. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

16. This Agreement does not include preventive maintenance, repairs to the system(s), the provision or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

Mechanical Energy Fire Water Construction

Tustin Mechanical Services

www.thetustingroup.com

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

TUSTIN MECHANICAL SERVICES
2555 Industry Lane
Norristown, PA 19403

Ph: (610)-539-8200 Fax: (610)-539-2890

Proposal Date: 9/8/2020

Proposal Number: PGN33800

Agreement Number: _____

Bill To Identity

Township of Haverford
1010 Darby Road
Havertown PA 19083

Agreement Location

Township of Haverford
1010 Darby Road
Havertown PA 19083

TUSTIN MECHANICAL SERVICES will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: ***Global***

Schedules Included: *(Only Items Checked Apply)*

☑ Equipment Schedule	☑ Air Filter Service	☐ Water Treatment
☐ Building Automation	☐ Customized Service	☑ Special Conditions Service

Agreement coverage will commence on ____ .

The Agreement price is $ 19,200.00 per year, payable in advanced installments of $ 4,800.00 per Quarter from 1/1/2021 through 12/31/2022 .

This Agreement is the property of TUSTIN MECHANICAL SERVICES and is provided for Customer's use only. TUSTIN MECHANICAL SERVICES guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

_____
Signature (Sales Consultant)

Accepted for Company By:
_____
Signature

_____
Name & Title

9/8/2020 (610)-539-8200 (610)-539-2890
Date / Phone / Fax

Customer

_____
Signature (Authorized Representative)

_____
Name (Print/Type)

_____
Title

_____
Date

Tustin Mechanical Services will perform quarterly mechanical inspections on all listed systems. These inspections will include a comprehensive (1) One Cooling Start-Up Inspection, (1) One Heating Start-Up Inspection and (2) mid season inspections.

Computerized tasking lists will be generated for each inspection so that each system receives the proper services to assure both peak performance and extended equipment life.

Spring cooling start up inspections will include the cleaning of all the condenser coils using the appropriate solvents and washers. All belts will be changed one time per contract year also in the Spring. The cost of belts are included in this agreement.

Air filters to be changed on a schedule of (4) four times per contract year using high quality pleated filters. The costs of filters are included in this agreement.

Exhaust fans will receive a semi annual inspection with a one time belt replacement in the Spring

Contract customers will receive priority emergency response times 24 hours a day 365 days a year. Any additional work performed outside the scope of this agreement will be billed at our current reduced preferred customer rate of
$125.00 / hour inclusive of overtime.

This Agreement provides the Customer with an ongoing, Comprehensive Preventive Maintenance Agreement. This Agreement will be implemented, scheduled, administered, monitored, and kept current by the Service Provider. The service activities will be planned and scheduled, on a regular basis, by our comprehensive maintenance scheduling and tasking system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's expertise. The Customer will be kept informed of the Agreement's status on a continuing basis utilizing a detailed Service Report, presented after each service visit for the Customer's review, approval signature and record.

SERVICE PROVIDER WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE FACILITY MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST the equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for motor winding resistance; excessive vibration; fan rpm; refrigerant charge; refrigerant oil (acid); water condition; flue gas analysis; safety controls, crankcase heaters; combustion and draft; control system(s), etc.
- INSPECTING for worn, failed, or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, tighten, calibrate, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING fan impellers & blades; coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; boiler, chiller and condenser tubes.
- ALIGNING belt drives; drive couplings; coil fins.
- CALIBRATING safety controls; temperature and pressure controls.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; control setpoints and limits; compressor cylinder unloaders; damper close-off; sump floats.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

REPAIR AND REPLACE: On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

THE TUSTIN GROUP
Integrated Building Services

Mechanical
Energy
Fire
Water
Construction

Tustin **Mechanical** Services

www.thetustingroup.com

Global Agreement
Labor & Material Covered

Maintainable Parts

*Condenser Fan Motor

*Evaporator Fan Motor

*Gas Valves, Draft Motors

*Refrigerant Leaks **(Piping & Coils Excluded)**

*T-Stats

*Safety Controls, Wiring, Contactors

*Bearings, Shafts, Pulleys

*Blower Wheels

*Condenser Blades

*Economizer Motor & Sensor

*Filters & Belts

*Condenser Coil Cleanings

Labor & Material
Not Covered/Billable

Non Maintainable Parts

*Heat Exchanger

*Condenser/Evap Coil

*Circuit Boards

*Duct Work

*Variable Frequency Drives

*Cabinets

*Boiler Refractory Material

*Main Power Service/Disconnects

*Structural Supports

*Electric Heating Elements/Bulbs

*Piping/Tube Bundles/ Boiler Shell

*Valve Bodies

*Oil Storage Tank

- Condensate Pans
- Compressors

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890
PA | NJ | DE | MD | DC

Global Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. There will be a one-time initial deficiency inspection at the commencement of this Agreement. If repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and any other cost.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within Ten (10) days of receipt. Should a payment become Thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, variable frequency drives, building automation, structural supports, piping, tube bundles, oil storage tanks and other similar items are excluded.

8. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.

9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.

11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. In consideration of the nominal charge made for our service, contractor should not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to negligent acts or omissions of our employees.

17. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

18. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.

19. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances; wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Supplement ***Agreement:*** Page 1 of 1

Hold Harmless and Indemniffcatton. Vendor, ffor ittselff, itts successors and assigns, hereby agrees, tto tthe ex permitted by law, tto indemniffy, prottectt, deffend and hold harmless tthe Township and tthe Townshipoffcers, attorneys, directtors, employees, electted offcials, agentts, conttracttors, successors and assigns ffrom and againstt and all losses, liabilittes, claims, demands, causes off actton, damages (including consequenttal and/or any otthe damages allowed by law), costts, including attorneys' ffees, and expenses off every kind and natture, whetther or covered by insurance, arising outt off, resulttng ffrom or caused by, in whole or partt, any negligentt actt, errormission or willfful misconductt (whetther or nott such actts or omissions constttutte a violatton off applicable law or off Agreementt) on partt off vendor, itts agentts, employees, offcers,and/or subconttracttors in connectton witth tt Agreementt, including butt nott limitted tto, tthose in connectton witth loss off liffe, bodily injury, personal injury, d tto propertty, conttaminatton or adverse effectts on tthe environmentt, any liabilitty ffor ffnes, ffees or penaltte violattons off any sttattuttes, ordinances, codesrules, regulattons or sttandards applicable tto tthe services perfformed vendor, itts agentts, offcers, employees and/or subconttracttors. This obligatton tto indemniffy, deffend and h harmless Haverfford Township, and Haverfford Township offcers, directtors, employees, electted offcials successors and assigns, shall survive tthe tterminatton off tthis Agreementt

Insurance.

Throughoutt tthe liffe off tthis Agreementt, tthe vendor shall pay ffor and mainttain in ffull fforce and effectt v insurance company(ies) admitted by tthe Pennsylvania Insurance Commissioner tto do business in tt Commonwealtth off Pennsylvania and ratted nott less tthan A in tthe mostt currentt available 'sBeKey Rattng Guide (ProperttyCasualtty) and provide certtffcattes off insurance and prooff off tthe ffollowing coverages: commercial ger liabilitty, auttomobile liabilitty, sttattuttory workers compensatton and employer's liabilitty; pollutton liabilitty umbrella coverages. Prooff off insurance and certtffcattes off insurance mustt be received by Township beffore any v is tto be perfformed under tthis Agreementt

All policies off insurance shall be endorsed tto include Haverfford Township, itts offcers, agentts, supervisors, elect offcials and employees as Addittonal Insured 's ffor Ongoing and Completted Operattons

Iff att any ttme during tthe tterm off tthis Agreementt, or any exttension tthereoff, tthe vendor ffails tto mainttain tthe insurance in ffull fforce and effectt, all work under tthis Agreementt shall be disconttnued immediattely. Any ffailure mainttain tthe required insurance shall be considered a breach off tthis Agreementt and suffcientt cause ffor Haver Township tto tterminatte tthis Agreementt immediattely upon written nottffcatton tto tthe vendor

Iff tthe vendor subconttractts any portton off tthe work tto be perfformed under tthis Agreementt, tthe vendor shall each subconttracttor tto adhere tto all aspectts off tthis Insurance sectton, written evidence off which shall be provide Haverfford Township prior tto commencementt off work by tthe subconttracttor

THE TUSTIN GROUP
Integrated Building Services

Mechanical
Energy
Fire
Water
Construction

Tustin Mechanical Services
www.thetustingroup.com

Township of Haverford

Qty	System Component(s)	Manufacturer	Model	Rating	Location
3	Ductless Split System	Daiken	AK18NM	1.5 ton	Roof
1	Package Unit	Daiken	DP5025AHM Ser# FBOU170201435	20 ton	Roof
1	Package Unit	Daiken	DPS007AHM Ser# FBPU170201437	6 ton	Roof
1	Package Unit	Daiken	DPS028AHM Ser# FBOU170201436	25 ton	Roof
4	Exhaust Fans	Cook			
2	Gas Boilers	Aerco Benchmark			
2	Circ Pumps		2 HP		

2555 Industry Lane
Norristown, PA 19403
P: 610.539.8200
F: 610.539.2890
PA | NJ | DE | MD | DC

A Tustin Group Company

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

1014 DARBY ROAD HAVERTOWN, PA 19083-2251

610-446-1000

MANAGER 610-446- 1000 ext. 2208
HUMAN RESOURCES 610-446-1000 ext. 2233

WILLIAM F. WECHSLER, *President*
LARRY HOLMES, ESQ., *Vice President*
DAVID R. BURMAN, *Twp. Manager/Secretary*
JAMES J. BYRNE, JR., ESQ., *Solicitor*
PENNONI ASSOCIATES, INC., *Engineer*

WARD COMMISIONERS
1st Ward STEPHEN D'EMILIO
2nd Ward MARIO A OLIVA
3rd Ward KEVIN McCLOSKEY,ESQ.
4th Ward DANIEL SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERRY HART, M.D.
9th Ward WILLIAM F. WECHSLER

HAVTT 22605 December 9, 2020

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Veterans Field Improvements
Phase 3 – Field Lighting
Contract No. Rec-29

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Tuesday, December 8, 2020 at 9:00 a.m. for the above referenced contract. The low bidder was Wise Electrical Contractors, LLC of Flourtown, Pa with a base bid amount of $332,500.00. We have recently worked with Wise on another municipal project in the area and found their work to be satisfactory. In addition, we also contacted several of the references provided. All indicated Wise's work was satisfactory.

Based on previous experience and favorable references, we recommend the Township consider awarding the Base Bid in the amount of $332,500.00 to Wise Electrical Contractors, LLC contingent upon their execution of the contract and supply of the required Bonds and Insurance.

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

Sincerely,

PENNONI

David Pennoni, ~~PE~~
Township Engineer

CF/dk

cc: Brian Barrett, Director of Recreation, via email

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The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on December 8, 2020

CONTRACT NO. REC-29
VETERANS FIELD IMPROVEMENTS
PHASE 3 - FIELD LIGHTING

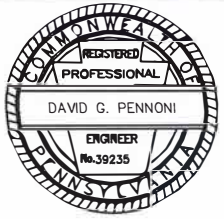
ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Wise Electrical Contractors LLC PO Box 350 Flourtown, PA 19032 UNIT PRICE	AMOUNT	Philips Brothers Electrical Contractors, Inc. 235 Sweet Spring Road Glenmoore, PA 19343 UNIT PRICE	AMOUNT	McGoldrick Electric, Inc. 2406 Hirst Terrace Havertown, PA 19083 UNIT PRICE	AMOUNT	Greg A. Vietri, Inc. 105 Independence Way Coatesville, PA 19320 UNIT PRICE	AMOUNT
Base Bid										
1	1 LS	Temporary Controls and Restoration	$ 18,000.00	$ 18,000.00	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 6,000.00	$ 6,000.00
2	1 LS	Design, Furnishing and Installation of Field Lighting System	$ 310,000.00	$ 310,000.00	$ 378,900.00	$ 378,900.00	$ 372,000.00	$ 372,000.00	$ 443,000.00	$ 443,000.00
3	150 LF	Installation of additional 1-inch and 2-inch conduit	$ 30.00	$ 4,500.00	$ 20.00	$ 3,000.00	$ -	$0.00	$ 15.00	$ 2,250.00
		TOTAL BID FOR CONTRACT NO.REC-29	**$332,500.00**		**$386,900.00**		**$422,000.00**		**$451,250.00**	
		Acknowledge Addendum 1	Yes		Yes		Yes		Yes	
		Bid Security	10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Alternate										
4	1 LS	De-Energizing and removal of existing Field Lighting System	$ 17,000.00	$ 17,000.00	$ 3,000.00	$ 3,000.00	$ 12,000.00	$ 12,000.00	$ 5,000.00	$ 5,000.00
		TOTAL BID WITH ALTERNATE	**$349,500.00**		**$389,900.00**		**$434,000.00**		**$456,250.00**	

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Carr & Dufff Inc. 2100 Byberry Road Huntingdon Valley, PA 19006 UNIT PRICE	AMOUNT	Miller Bros. 301 Alan Wood Road Conshohocken, PA 19428 UNIT PRICE	AMOUNT	BSI 416 Stump Road Montgomeryville, PA 18936 UNIT PRICE	AMOUNT	A.N. Lych Co., Inc 122 Finkbiner Road Spring City, PA 19475 UNIT PRICE	AMOUNT
Base Bid										
1	1 LS	Temporary Controls and Restoration	$ 45,000.00	$ 45,000.00	$ 29,748.00	$ 29,748.00	$ 59,000.00	$ 59,000.00	$ 125,000.00	$ 125,000.00
2	1 LS	Design, Furnishing and Installation of Field Lighting System	$ 421,000.00	$ 421,000.00	$ 472,421.00	$ 472,421.00	$ 456,500.00	$ 456,500.00	$ 734,000.00	$ 734,000.00
3	150 LF	Installation of additional 1-inch and 2-inch conduit	$ 10.00	$ 1,500.00	$ 12.00	$ 1,800.00	$ 40.00	$ 6,000.00	$ 100.00	$ 15,000.00
		TOTAL BID FOR CONTRACT NO.REC-29	**$467,500.00**		**$503,969.00**		**$521,500.00**		**$874,000.00**	
		Acknowledge Addendum 1	Yes		Yes		Yes		Yes	
		Bid Security	10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Alternate										
4	1 LS	De-Energizing and removal of existing Field Lighting System	$ 10,000.00	$ 10,000.00	$ -	$ -	$ 23,000.00	$ 23,000.00	$ 28,000.00	$ 28,000.00
		TOTAL BID WITH ALTERNATE	**$477,500.00**		**$503,969.00**		**$544,500.00**		**$902,000.00**	

We Declare this to be a true Tabulation of Bids
Received on December 8, 2020 by the Township of Haverford
for Contract No.REC-29 Veterans Field Improvements Phase 3 - Field Lighting

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E



Haverford Township
Department of Parks & Recreation

Director of Parks & Recreation: Brian Barrett
Facilities Coordinator: Eileen Mottola
Operations Supervisor: Larry Woods
Recreation Supervisor: Kirsten Taylor
Recreation Supervisor: Jesse Hart
Fitness Coordinator: Jackie O'Doherty
Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda December 2020 – Applied Video Technology

Attached is a quote for an upgrade to our Audio Visual system at the CREC Multi use room and Studio.

This is on costars contract 034-030 and the cost is $18,421.

AVT

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ22814	08/21/20
Account Manager	
Mike Coxe	

Haverford Township
9000 Parkview Drive

Haverford PA 19041

Terms	Net 30
Ship Via	Included

F.O.B. Origin: All Shipping Charges Prepaid and Added to Order unless otherwise noted.

Attention Larry Woods
Phone No. 484-380-2730
Email lwoods@havtwp.org
Fax

Qty	Manufacturer	Description	Unit Price	Ext. Price
		CREC Audio & AV System Upgrades		
		Audio Distribution System		
1	Owner Furnished	QSC CX108v 8-Channel 70V Power Amplifier		
1	Owner Furnished	Speakers and existing cabling infrastructure for existing distribution (8) zones		
		101C Multipurpose Room		
1	Owner-furnished	Sony VPL-PHZ10 Projector & mount	$0.00	$0.00
1	Owner-furnished	Projection Screen, electric (installed)	$0.00	$0.00
3	Owner-furnished	Outdoor deck speakers	$0.00	$0.00
1	Extron	DTP T HWP 4K 231 D DTP Transmitter for HDMI - Decorator-Style Wallplate, black	$345.00	$345.00
1	Extron	ShareLink Pro 500 Wired and Wireless Presentation Gateway * for sharing from wireless devices	$1,029.00	$1,029.00
1	Extron	IN1608 xi Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension	$2,041.00	$2,041.00
1	Extron	IPCP Pro 250 IP Link Pro Control Processor	$684.00	$684.00
1	Extron	TLP Pro 1025M 10" Wall Mount TouchLink Pro Touchpanel	$1,489.00	$1,489.00
1	Araknis Networks	210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports, 16-port * Dedicated AV LAN	$393.00	$393.00
1	Shure	SLXD124/85 Wireless System with SLXD2/58 Handheld Transmitter, SLXD1 Bodypack Transmitter and WL185 lavalier microphone	$810.00	$810.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
1	Denon		DN-500CB CD/USB/1/8" Aux/Bluetooth/Balanced/RS232/pitch Control Audio Player	$285.00	$285.00
1	RDL		Stereo Consumer Input Decora Wall PLate * gold plated RCA phono jacks and a single stereo mini-jack * AUX audio input at front of room.	$106.00	$106.00
1	RDL		XLR 3-pin Male Jack on Decora Wall Plate * XLR audio wallplate at rear of room for use when video recording with camcorder.	$19.00	$19.00
1	Extron		DMP 128 Plus AT 12x8 ProDSP Processor w/ Dante	$1,661.00	$1,661.00
1	Extron		XPA U 1004C-70V 70V Four Channel Combo Amp, 100 watts per channel * outdoor speakers	$684.00	$684.00
1	Extron		XPA U 1002 Two Channel Amp, 100 watts at 8 or 4 ohms * front of room	$420.00	$420.00
2	JBL		Control 28-1L High-Output 8-Ohm Indoor/Outdoor Background/Foreground Speaker, white * front of room	$204.00	$408.00
2	JBL		Yolk-type U-bracket Mount, white	$31.00	$62.00
1			Equipment Rack	$864.00	$864.00
	Middle Atlantic		EWR Series Wall-mounted pivoting Rack, 12RU * 17" D X 28" H		
	Middle Atlantic		Vented Front Door, 12 RU Racks, 64% Open		
	Middle Atlantic		Rackmount Power, 9 Outlet, 15A		
	Middle Atlantic		2 RU Latching Rack Drawer		
1	AVT	Materials	Install Materials: Low voltage cable, connectors, signal transmission interfaces, glue products, mounting hardware, power distribution	$1,000.00	$1,000.00
1	AVT	Engineering	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	$867.00	$867.00
1	AVT	Programming	System Programming and Commissioning	$1,734.00	$1,734.00
1	AVT	Installation	Onsite Installation	$3,520.00	$3,520.00
1	AVT	S&H	Freight included in sell price.	$0.00	$0.00

AVT products and services are available via PA Costars Contract 034-027.

Extron products are available via PA Costars Contract 034-030.

Qty	Manufacturer	Description	Unit Price	Ext. Price

SubTotal	$18,421.00
Sales Tax	$0.00
Total	**$18,421.00**

Quoted By: Mike Coxe	Quote Date		Credit Card No.	
	8/21/2020			
Accepted By:	**Date**	**Purchase Order No.**	**Exp Date**	**3-digit C.V.V.**
Lawrence G. Woods	10/9/2020	100920	/	

LAWRENCE G. WOODS
LARRY WOODS
OPERATIONS SUPERVISOR
HAMILTON TOWNSHIP
COMMUNITY RECREATION
AND ENVIRONMENTAL
CENTER.

Applied Video Technology
2218 Kimberton Rd.
PO Box 427
Kimberton, PA 19442

To place an order:
1. Email Purchase Order to your Account Manager
2. Fax Purchase Order to 610-407-0775
3. Mail to:
Applied Video Technology
PO BOX 427
Kimberton, PA 19442

Haverford Township
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Park Maintenance: Jason O'Brien
Administrative Assistant: Jamie McCloskey

Memorandum

December 14, 2020

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Commissioners meeting agenda December 2020 – Renew Contract for Recreation Software

Attached is a revised contract for Recreation Management software with Active Net.
Term is for 2 years.
Software and CC fees have gone from the current 6.22% to 5% in the new contract.
Total annual cost is based on revenue. The annual costs would be $50,000 based on revenue of $1,000,000.

Contract # _00118027_

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees. Notwithstanding the foregoing, Client will not be subject to annual fee increases during the Initial Term.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security

measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I)THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if

the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or

on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Desktop Software**" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"**Effective Date**" means the date that Client accepts this Agreement (as described in the Preamble).

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Software**" means the SaaS and the Desktop Software, collectively.

"**Support Services**" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"**Third Party Products**" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Contract # _00118027_

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Intentionally left blank.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise

contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 2 years from the Effective Date ("**Initial Term**") with automatic renewals for 2 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 6 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

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ACTIVE network

Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	11/3/2020
		Quote Number	00118027
		Expiration Date	12/31/2020
		Currency	USD
Prepared By	Kim Klauer	Contact Name	Brian Barrett
Opportunity Owner	Chrystal Contreras	Phone	610-446-9397
Owner Email	chrystal.contreras@activenetwork.com	Email	bbarrett@havtwp.org
Bill To Name	Haverford Township Recreation Department	Ship To Contact	Brian Barrett
Bill To Contact	Brian Barrett	Ship To Address	1014 Darby Rd Havertown, PA 19083 United States
Bill To Address	1014 Darby Rd Havertown, PA 19083 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVENet - (credit card refunds - flat fee)	SaaS	#N/A	1	0.10	
ACTIVENet - Functionality: Activity Registration	SaaS	#N/A	1		
ACTIVENet - Functionality: Daycare	SaaS	#N/A	1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS	#N/A	1		
ACTIVENet - Functionality: Facility Reservation	SaaS	#N/A	1		
ACTIVENet - Functionality: League Scheduling	SaaS	#N/A	1		
ACTIVENet - Functionality: Memberships	SaaS	#N/A	1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		5.00
ACTIVENet - SaaS		#N/A			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding $8,000,000 annual revenue.	1		3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	#N/A	1		1.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		2.00
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1		

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Schedule

Annual Projected Contract Value	USD 60,000.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

DocuSigned by:
Brian Barrett
83C8A34D17F5466...

Signature: _____

Printed Name: Brian Barrett

Title: Director of Parks and Recreation

Date: 11/6/2020 | 10:34 AM CST

PO# (if applicable): _____

DocuSign Envelope ID: 8D74D00F-2A87-4607-BEB6-B7809DD7FF76

Contract # _00118027_

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Haverford Township	**ADDRESS:**	1014 Darby Road, Havertown, PA 19083
CONTACT NAME:	Brian Barrett	**TELEPHONE:**	610-446-9397
EMAIL:	bbarrett@havtwp.org		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: DocuSigned by: Brian Barrett 83C8A34D17E5466...	Signature: DocuSigned by: Randy Skemp 042FAC5901474C9...
Name: Brian Barrett	Name: Randy Skemp
Title: Director of Parks and Recreation	Title: Vice President, Sales
Date: 11/6/2020 | 10:34 AM CST	Date: 11/6/2020 | 10:42 AM CST

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

HAVERFORD TOWNSHIP 2020 BOARDS AND COMMISSIONS APPOINTMENTS

Civil Service Commission	**Bernie McCabe**
Friends of the Grange	**Chad Brooks** **Tim Woestman** **Anthony DeCurtis**
Health Advisory Board	**Henry Eichman** **Eric Weest** **Aisha Hasan, MD** **Danielle Karasko**
Historical Commission	**Keith Swift** **Bryan Ramona**
Human Relations Commission	**Joanne Glusman** **Laura Cavender**

Ice Skating Advisory Board	**Adam Terranova** **Kate Stickel** **Robert Cohen**
Library Board of Trustees	**James Brown**
Parks & Recreation Board	**Stephen Cull**
Planning Commission	**Maggie Dobbs**
Shade Tree Commission	**Andrew Mink**
Vacancy Committee	**Matthew Robertson**
Zoning Hearing Board	**Robert Kane**

FINAL BUDGET / REGULAR MEETING MINUTES

REGULAR MEETING **December 14, 2020**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. Opening of Meeting - William F. Wechsler, President, opened the meeting.

a. Roll Call – All 9 Commissioners were present at roll call via ZOOM, with the exception of Commissioner Wechsler and Commissioner Holmes (who were present in Commissioners Meeting Room), Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn and Hart.

Also present were: (in person), David R. Burman, Township Manager, ZOOM: Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esquire, Township Solicitor, Aimee Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Joe Hagan, Deputy Chief Viola, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Parks & Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Krause, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

b. Pledge of Allegiance and Moment of Silence for Oakmont Firefighter Nick Sava.

2. Proclamation: Achille A.Vallorani (AKA Albert Vallorani) - "100 Year Birthday" – presented by Commissioner Hart.

3. Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items

Hannah Turlish – 412 Mill Road

Ms. Turlish spoke on the preliminary 2021 budget and that 38% of the budget is for the police department; which she thinks is quite high.

Michelle Alvare – 134 Hastings Avenue

Mrs. Alvare is in favor of the purchase of 1744 Burmont Avenue and she is in favor of the lighting bid approval on the agenda.

Richard Kerr – 18 Meadows – Friends of Haverford Trails

Mr. Kerr also is in favor of the purchase of 1744 Burmont Road and the continuation of the trail.

The following 5 residents submitted comments on the Brookline School:

Suzanna Barucco – 805 Clifford Road

Ms. Barucco thinks the building should be used "for profit" use.

Katie Begandy

Now that the Comprehensive Plan is on hold, she is more interested in the decision making process of the building. Demolish or preserve.

Rebecca Timme

Ms. Timme applauds the plan to explore repurposing of the building.

Colette Bannan – 334 Sagamore Road

Ms. Bannan would like to see the township pursue developers for the property.

Jesse Pointon – 2525 Olcott Ardmore

Mr. Pointon also would like the township to pursue developers.

Eric Horst – Police Department - See Attachment

Anthony Morinelli – Karakung Drive Trees – See Attachment

4. Motion was made and all agreed to move the November 16, 2020 Preliminary Budget Minutes up.

Motion made by Commissioner Holmes and seconded by Commissioner Hart to approve the 2021 Preliminary Budget Meeting Minutes.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

5. <u>Budget Hearing and Adoption</u>

A. <u>Review any changes to 2021 Preliminary Budget</u>

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to accept the 2021 Preliminary Budget with no changes.

Discussion began concerning the Recreation Department purchases and capital projects, funding and borrowing.

Roll Called.

8 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Commissioner D'Emilio voted No.

B. <u>Ordinance No. P26 - 2020</u> Sewer Rental Charge (final reading)

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt the final reading of Ordinance No. P26-2020 authorizing the imposition of an annual sewer rate in the amount of $4.55 per 1,000 gallons of water consumed.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

C. <u>Ordinance No. P27 - 2020</u> Trash Fee (final reading)

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the final reading of Ordinance No. P27 - 2020 establishing the annual trash fee at $245 .00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

D. <u>Resolution 2204 -2020</u> Fixing a Revenue-Neutral Preliminary Tax Rate for the 2021 Tax Year

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 204-2020 fixing a Revenue-Neutral Preliminary Tax Rate for the 2021 Tax Year.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

E. <u>Ordinance No. 2917 - 2020</u> Tax Levy (first reading is a final reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Ordinance No. 2917 – 2020 fixing the tax rate for the year 2021 at 4.218 mills.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

F. Ordinance No. 2918 - 2020 **Budget Appropriations (first reading is a final Reading)**

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to adopt Ordinance No. 2918 - 2020 appropriating funds established to be required for specific purpose of financing the municipal government for the year 2021 including all taxes, fees, service charges and other revenue sources provided within all funds.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

END OF BUDGET PORTION

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

5. Commissioner Committee Updates – no one reported

6. Township Auditor Update

Mr. Anderson reviewed the expenses and disbursements for the month and found no irregularities. In addition, he reviewed the 2021 preliminary budget and found no irregularities.

7. David R. Burman – Township Manager Update – see attachment

8. Approval of Minutes **Regular Meeting Minutes of November 9, 2020**

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of November 9, 2020

Commissioner Hart revised his comments on the Brookline School talks with a developer. The building would not be senior apartments but apartments and the AdHoc Committee will not continue to meet.

Commissioners D'Emilio and Oliva accepted the changes.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

9. <u>Approval of Warrants</u>

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the following warrant #12-2020 totaling $7,512.259.12

General & Sewer fund Payroll for November 12, 2020 in the amount of $634,944.09
General & Sewer fund Payroll for November 25, 2020 in the amount of $653,771.64
General Fund disbursements #12-2020 in the amount of $4,244,277.15
Sewer Fund disbursements #12-2020 in the amount of $570.690.48
Community Development Block Grant Fund disbursement #12-2020 in the amount of $90,105.21
Capital Projects Fund disbursement #12-2020 in the amount of $199,605.65
Debt Service:
- **Series 2020 Interest in the amount of $95,287.02**
- **Series 2018 Interest in the amount of $648,223.75**
- **Series 2016 Principal & Interest in the amount of $365,416.25**

Credit Card Statement ending November 27, 2020 in the amount of $9,937.88

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

10. <u>Ordinance No. P24-2020</u> Change in Shade Tree Commission Term (2nd Reading)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P24-2020 authorizing a term change from five-years to a three-years.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

11. <u>Ordinance No. P25-2020</u> Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P25-2020 amending traffic restrictions on the following highway:

<u>Parking of All Vehicles Prohibited at All Times</u>

Amend to read: Pinzon Avenue East from West Chester Pike to Columbus Ave.

<u>Special Purpose Parking Zone</u>

In front of 2228 Bryn Mawr Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

12. Ordinance No. P28-2020 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt the first reading of Ordinance No. P28-2020 establishing traffic restrictions on the following highways:

Special Purpose Parking:

Establish: in front of 402 Steel Road.

in front of 2945 Oakford Road

Parking of All Vehicles Prohibited at All Times.

Crest Road North Side, From Dover Road to a point 40 feet West.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

13. Ordinance No. P29-2021 Amending Chapter 136 – Police Services (1st Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P29-2021 FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

14. Ordinance No. P30-2021 Amending Chapter 30, "Pensions and Employee Benefits (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P30-2021 FURTHER AMENDING

CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

15. <u>Ordinance No. P31-2021</u> Purchase of 1744 Burmont Road (1st Reading)

Motion made by Commissioner Hart and seconded by Commissioner Lewis to adopt the first reading of Ordinance No. P31-2021 authorizing the acquisition of 1744 Burmont Road, Havertown, PA, subject to review and acceptance by the Township Solicitor of the agreement and further subject to the approval of the Township Manager of the final agreement.

Roll Called.

6 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Lewis, Quinn and Hart.

3 Commissioners voted No: Commissioners Siegel, Holmes and Wechsler

16. <u>Resolution No. 2196 - 2020</u> 2021 Meeting Dates

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt Resolution No. 2196 - 2020 approving the 2021 Board of Commissioners, Boards and Commissions Meetings.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

17. <u>Resolution No. 2197-2020</u> Sewer Module - Greenbriar Lane

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to adopt Resolution No. 2197-2020 the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located on Greenbriar Lane, Havertown, known as D.C. Folio No. 22- 09-01348-00, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

18. <u>Resolution No. 2198-2020</u> Preliminary/Final Subdivision - Pelham

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2198-2020 approving the Preliminary/Final Minor Subdivision Plan for Tom Thornton, for the property located at 1613 Pelham Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-06-1738-00 has been submitted to permit the subdivision of an existing 14,252 square foot parcel into two (2) lots. The existing single family dwelling will remain on Lot "1" and is proposed to contain a net lot area of 6,928 square feet, resulting in the creation of a 7,324 square foot parcel (Lot 2) with one new single family dwelling and associated improvements. The subject property is within the R-4 Zoning District, and is located in the 6th Ward. The aforesaid plans were prepared by RKW Engineering Services, Havertown, PA, dated July 28, 2020, and last revised on November 6, 2020; subject to compliance of the Planning Commissioner recommendations.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

19. Resolution No. 2199-2020 2021 Karakung Drive Sunday Closing

Motion made by Commissioner Hart and seconded by Commissioner Oliva to adopt Resolution No. 2199-2020 commencing: Sunday – and only on Sunday – January 3, 2021 - From – 7 AM to Dusk to Sunday – December 26, 2021 and Thursday November 25, 2021 (Thanksgiving) from 7 AM to Dusk. The Board of Commissioners designate Haverford Police Department Chief John Viola to execute any documents with PaDot and be responsible for the safety and welfare of residents utilizing Karakung Drive.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

20. Resolution No. 2200-2020 Revised PaDot Multi Modal Haverford/Ardmore Avenue Pedestrian Walkway

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2200-2020 that Haverford Township hereby requests a Multimodal Transportation Fund Grant of $650,000 from the Pennsylvania Department of Transportation to be used for the improvements of the intersection located at Ardmore Avenue and Haverford Road to improve walkability and pedestrian safety and BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

21. Contract Awards

Township Building/Police Department

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to award a two-year Full Maintenance Service Contract – 1/1/2021 – 12/31/2022 – to Tustin Mechanical

Services, Norristown, PA in the amount of $19,200.00 annually, for inspection, maintenance and repair services of the HVAC system at 1010-1014 Darby Road, Havertown, PA
Motion: to award a two-year Full Maintenance Service Contract – 1/1/2021 – 12/31/2022 – to Tustin Energy Solutions, Norristown, PA in the amount of $4,000.00 annually, for maintenance and programming services for the BAS system at 1010-1014 Darby Road, Havertown, PA

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Recreation Department

Veterans Field Lighting Improvements

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to award the Veterans Field Lighting Improvements contract to Wise Electrical Contractors, Flourtown, PA, in the amount of $332,500.00, submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Upgrade to Audio Visual System at the CREC

Motion made by Commissioner Oliva and seconded by Commissioner Hart to authorize the purchase of an upgraded Audio Visual System at the CREC from Applied Video Technology, Kimberton, PA, under Co-Stars contract 034-030 in the amount of $18,421.00

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

Revised Contract for Recreation Management Software with Active Net

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to authorize a two-year professional services agreement for Recreation Management software (scheduling) with Active Net, Dallas, TX in an estimated annual amount of $50,000 based on estimated revenues of $1,000,000, or 5% of revenues.

Roll Called.

All 9 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Quinn, Hart, Holmes and Wechsler.

22. Continuation of Citizen's Forum for Non-Agenda Items – no one spoke.

23. New business - none

24. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio recommends that for the 2022 Budget, the volunteer fire companies ask if they need anything extra.

He thanked all of the first responders during this pandemic.

Merry Christmas and Happy Hanukkah to all.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked everyone for the great job they performed during this difficult year; Emergency Services, Public Works and Bill Wechsler as President.

Happy Holidays to all.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey offered prayers for the Sava Family. There have been a lot of tragic losses this year. Please keep wearing your masks.

In light of what was questioned about the Police Budget, we value Chief Viola and Deputy Chief Hagan. They truly listen.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel offered condolences to Commissioner Lewis on the loss of his mother, Marilyn.

2021 has been a time for change: Many thanks to State Senator Daylin Leach for what he was able to do for Haverford Township.

Commissioner Siegel was able to attend a presentation at the Middle School on how to make Haverford better.

Commissioner Siegel announced that he is not seeking re-election next year. There are other issues he will be attending to. We must work hard to end all hate.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis thanked everyone for their condolences.

Commissioner Lewis stated that working with Commissioner Siegel, he found him to be thoughtful and honest.

He also is waiting for the Ardmore Avenue bridge to open and for all of the utility companies to leave the township.

He wished everyone a happy holiday season.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that it is a privilege to work with Commissioner Siegel and his expertise.

He stated that it is a privilege to be involved in the township.

This pandemic and racism is tearing our society apart.

He wished everyone a happy and healthy holiday.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn spoke on diversity. Commissioner Oliva is the only minority on the board.

He thanked Commissioner Siegel for his service.

He thanked Dave Burman, Chief Viola and Deputy Chief Hagan for guiding him this year.

He asked everyone that has tents outside their restaurants, to please take their tables and tents down due to the upcoming storm.

Gerry Hart, M.D. – 8th Ward Commissioner

Commissioner Hart offered Condolences to the Commissioner Lewis and the Oakmont Fire Company.

Commissioner Hart wished Commissioner Siegel the best of luck.

Commissioner Hart indicated that the vaccine will help a lot.

Happy Holidays to all.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler stated that this has been a trying year. Staff has kept costs down to a minimum and have used in house personnel to help during the pandemic with those that were out.

He thanked every officer, medic, firefighter, sewer and trash crew.

REORGANIZATION MEETING OF THE BOARD OF COMMISSIONERS

MONDAY, JANUARY 4, 2021 – 7:30 PM

BEST WISHES IN THE NEW YEAR!

25. All Commissioners agreed to adjourn.