PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, January 4, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

AGENDA

REORGANIZATION MEETING
Board of Commissioners
Township of Haverford

JANUARY 4, 2021
MONDAY– 7:30 p.m.
Commissioners Meeting Room/Zoom Meeting

1. **Opening of Meeting**

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

2. **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

3. **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

4. **Appointments – Administrative**

   Township Solicitor

   Motion: to appoint/reappoint _____ to serve as Township Solicitor for a one-year term to expire December 31, 2021.

   Voting order 1 2 3 4 5 6 7 8 9

Civil Service Solicitor

Motion: to appoint/reappoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Voting order 1 2 3 4 5 6 7 8 9

Township Engineer

Motion: to confirm the Township Manager's appointment of _____ as Township Engineer, to expire December 31, 2021.

Voting order 1 2 3 4 5 6 7 8 9

5. Resolution No. 2201 - 2021 Appointments – Boards and Commissions

Motion: to adopt Resolution No. 2201 - 2021 appointing the following Boards and Commissions.

Voting order 1 2 3 4 5 6 7 8 9

Cable TV Advisory Board – 4-year term

Motion: to appoint _____ to fill an unexpired 4-year term on the Cable TV Advisory Board to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Environmental Advisory Council – 2-year term

Ward 1 _____

Ward 2 _____

Ward 3 _____

Ward 4 _____

Ward 5 _____

Ward 6 _____

Ward 7 _____

Ward 8 _____

Ward 9 _____

Friends of the Grange – 1 Year Term

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

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, 2021.

Voting order 1 2 3 4 5 6 7 8 9

Health Advisory Board – 5 Year Term

Motion: to appoint _____to serve on the Health Advisory Board for a five-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Historical Commission - 4 Year term

Motion: to appoint/reappoint _____ to serve on the Historical Commission for a four-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 Historical Commission for a four-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Human Relations Commission – 3 Year Term

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

Voting order 1 2 3 4 5 6 7 8 9

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

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, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint/reappoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

<u>Zoning Hearing Board – 5 Year Term</u>

Motion: to appoint _____to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

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

Motion: to appoint /reappoint _____ to serve on the Planning Commission for a four-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 Planning Commission for a four-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

<u>If Warranted</u>:
Motion: to appoint _____ to serve on the Planning Commissioner for a four-year term to expire on December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

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

Ward 1 _____

Ward 2 _____

Ward 3 _____

Ward 4 _____

Ward 5 _____

Ward 6 _____

Ward 7 _____

Ward 8 _____

Ward 9 _____

Shade Tree Commission – 3 Year Term

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

Voting order 1 2 3 4 5 6 7 8 9

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

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, 2021.

Voting order 1 2 3 4 5 6 7 8 9

Vacancy Property Review Committee – 5 Year Term

Motion: to appoint _____ to serve on the Vacancy Property Review Committee for a five-year term to expire December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Solar AD HOC Committee

Motion: to consider establishing a Solar AD HOC Committee to meet and report back to the Board with recommendations, costs and locations.

Voting order 1 2 3 4 5 6 7 8 9

8. Adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

MINUTES

REORGANIZATION MEETING
Board of Commissioners
Township of Haverford

JANUARY 4, 2021
MONDAY– 7:30 p.m.
Commissioners Meeting Room

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

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

      Also present: In person, David R. Burman, Township Manager, VIA ZOOM – Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Deputy Paramedic Chief Victor Berg, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Parks and Recreation Director and Kelly Kirk, Zoning Hearing Officer.

   b. **Pledge of Allegiance**

Moment of Silence for Oakmont Volunteer Firefighter Nick Sava

2. **Nominations – President of the Board of Commissioners**

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to nominate Commissioner Hart to serve as President of the Board of Commissioners.

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

Roll Called.

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

3. **Nominations – Vice President of the Board of Commissioners**

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

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

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

Roll Called.

5 Commissioners Voted for Commissioner Quinn: Commissioners D'Emilio, Oliva, Lewis, Quinn and Hart.

4 Commissioners Voted for Commissioner Siegel: Commissioners McCloskey, Siegel, Holmes and Wechsler.

4. <u>Appointments – Administrative</u>

<u>Township Solicitor</u>

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reappoint McNichol Byrne and Matlawski to serve as Township Solicitor for a one-year term to expire December 31, 2021.

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Sean Kilkenny Law to serve as Township Solicitor.

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

Commissioner Siegel submitted a letter of recusal.

Roll Called.

6 Commissioners voted for Jim Byrne: Commissioners D'Emilio, Oliva, Lewis, Holmes, Quinn and Wechsler.

2 Commissioners voted for Sean Kilkenny: Commissioners McCloskey and Hart.

Civil Service Solicitor

Motion: to appoint/reappoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to TABLE.

Roll Called.

All Commissioners agreed to TABLE by aye vote.

Township Engineer

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2021.

Roll Called.

All Commissioners agreed by aye vote.

5. Resolution No. 2201 - 2021 Appointments – Boards and Commissions

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to adopt Resolution No. 2201 - 2021 appointing the following Boards and Commissions.

Roll Called.

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

Cable TV Advisory Board

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint David Fabry to serve on the Cable TV Advisory Board to expire December 31, 2022.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Robert Sullivan to fill an unexpired 4-year term on the Cable TV Advisory Board to expire December 31, 2022.

Roll Called.

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

Environmental Advisory Council – 2-year term

Ward 1	**TABLED**
Ward 2	**TABLED**
Ward 3	**Megan Schuster-Goold**
Ward 4	**Melissa Romano**
Ward 5	**Victor Barsky**
Ward 6	**Robert Graff**
Ward 7	**Henry Eichman**
Ward 8	**Peter Puglionese**
Ward 9	**Hank Schwab**

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, 2021.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to appoint Rachelle Nocito to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

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

Roll Called.

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to appoint Stephen Pierce to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

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

Roll Called.

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

Discussion began regarding increasing the number of appointees.

Health Advisory Board – 5 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Amanda Jones to serve on the Health Advisory Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Dr. Alan Adler.

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

Roll Called.

5 Commissioners voted for Ms. Jones: Commissioners Mcloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Dr. Adler: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Historical Commission - 4 Year term

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to reappoint Suzanna Barucco to serve on the Historical Commission for a four-year term to expire on December 31, 2024.

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

Roll Called.

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

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Tim Lucci to serve on the Historical Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to appoint Michael Harris.

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

Roll Called.

7 Commissioners voted for Tim Lucci: Commissioners D'Emilio, Oliva, McCloskey, Lewis, Wechsler, Quinn and Hart.

2 Commissioners voted for Michael Harris: Commissioners Siegel and Holmes.

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

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to appoint Jennifer Kegerise to serve on the Human Relations Commission for a three-year term to expire December 31, 2023.

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

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

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to appoint Christine Tassoni to serve on the Human Relations Commission for a three-year term to expire December 31, 2023.

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

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

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to reappoint Rich Caroto to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Jaime Jilozian.

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

5 Commissioners voted for Rich Caroto: Commissioners D'Emilio, Oliva, Lewis, Wechsler and Quinn.

4 Commissioners voted for Jaime Jilozian: Commissioners McCloskey Siegel, Holmes and Hart.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Jaime Jilozian to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

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

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to appoint Sean Gallagher to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Dr. Tim Walsh.

Motion made by Commissioner Wechsler and seconded by Commissioner McCloskey to appoint Kate Montesano.

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

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

5 Commissioners voted No to TABLE: Commissioners McCloskey, Siegel Holmes Wechsler and Hart.

4 Commissioners voted Yes to TABLE: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Zoning Hearing Board – 5 Year Term

Motion made by Commissioner Holmes and seconded by Commissioner to appoint Jesse Pointon to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Jesse Pointon: Commissioners McCloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Planning Commission – 4 Year Term

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to reappoint Robert Fiordimondo to serve on the Planning Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

5 Commissioners voted for Robert Fiordimondo: Commissioners McCloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to appoint Julia Phillips to serve on the Planning Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Julia Phillips: Commissioners Oliva, McCloskey, Siegel, Holmes Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

<u>If Warranted</u>:
Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to appoint Matthew Robertson to fill an unexpired four-year term on the Planning Commissioner to expire on December 31, 2021.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Siegel, Lewis and Quinn

4 Commissioners voted for Matthew Robertson: Commissioners McCloskey, Holmes, Wechsler and Hart.

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

Ward 1 TABLED

Ward 2 TABLED

Ward 3 TABLED

Ward 4 Mark Cohen

Ward 5 **Victor Barsky**

Ward 6 **Joanne Gattone**

Ward 7 **TABLED**

Ward 8 **Ronald Pelchet**

Ward 9 **Rachelle Nocito**

<u>Shade Tree Commission – 3 Year Term</u>

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to reappoint Paul Davitt to serve on the Shade Tree Commission for a three-year term to expire December 31, 2023.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Christine Hansen to serve on the Shade Tree Commission for a three-year term to expire December 31, 2023.

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

Roll Called.

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

Vacancy Committee – 1 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Dave Fabry to serve on the Vacancy Committee for a one-year term to expire December 31, 2021.

Discussion began concerning of how many boards a resident can serve on.

Motion to withdraw made by Commissioner McCloskey and seconded by Commissioner Oliva

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

Roll Called.

All 9 Commissioners agreed by aye vote.

Vacancy Property Review Committee – 5 Year Term

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to appoint Ed Hertzog to serve on the Vacancy Property Review Committee for a five-year term to expire December 31, 2025.

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

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Holmes, Wechsler, Quinn and Hart.

Solar AD HOC Committee

Motion: to consider establishing a Solar AD HOC Committee to meet and report back to the Board with recommendations, costs and locations.

This was a discussion item only. Further discussion next Monday at regular meeting.

8. All Commissioners agreed to adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, January 11, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

REVISED AGENDA

REGULAR MEETING **January 11, 2021**
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. **Current Events**

Motion: to consider a Resolution concerning the events that occurred in Washington, DC on January 6, 2020.

Voting order 1 2 3 4 5 6 9 7 8

3. **Resolution No. 2207-2021** **Reappointment David R. Burman, Township Manager/Secretary**

Motion: to reappoint David R. Burman to a two-year contract as Township Manager/Secretary effective January 14, 2021 to January 13, 2023.

Voting order 1 2 3 4 5 6 9 7 8

4. **Police Department** **Chief of Police/Emergency Management Coordinator John Viola**

Motion: to reappoint Chief of Police/EMC John Viola effective January 14, 2021 to January 13, 2023.

Voting order 1 2 3 4 5 6 9 7 8

5. **Commissioner Committee Update**

6. **Police Department – Crime Update**

7. **Township Auditor Update**

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

9. David R. Burman - Township Manager Update

10. Approval of Minutes Budget/Regular Meeting Minutes of December 14, 2020

Motion: to approve the Budget/Regular Meeting Minutes of December 14, 2020

Voting order 1 2 3 4 5 6 9 7 8

11. Approval of Warrants

Motion: to approve the following warrant #1-2021 totaling $4,292,283.14

General & Sewer fund Payroll for December 10, 2020 in the amount of $986,655.72
General & Sewer fund Payroll for December 24, 2020 in the amount of $660,241.09
General & Sewer fund Payroll for January 7, 2020 in the amount of $1,288,881.18
General Fund disbursements #1- in the amount of $1,079,463.34
Sewer Fund disbursements #1-in the amount of $115,530.81
Community Development Block Grant Fund disbursement #1-2021 in the amount of $83,918.21
Capital Projects Fund disbursement #1-2021 in the amount of $69,820.66
Credit Card Statement ending December 27, 2020 in the amount of $7,772.13

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P28-2020 Traffic (2nd Reading)

Motion: to adopt the second 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 6 9 7 8

13. Ordinance No. P29-2021 Amending Chapter 136 – Police Services (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P29-2021 FURTHER AMENDING CHAPTER 136, "POLICE SERVICES".

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P30-2021 Amending Chapter 30, "Pensions and Employee Benefits (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P30-2021 FURTHER AMENDING CHAPTER 30, "PENSIONS AND EMPLOYEE BENEFITS.

Voting order 1 2 3 4 5 6 9 7 8

15. Ordinance No. P31-2021 Purchase of 1744 Burmont Road (2nd Reading)

Motion: to adopt the second 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 6 9 7 8

16. <u>Ordinance No. P1-2021</u> Lease – Haverford Township Free Library (1st Reading)

Motion: to adopt the first reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

17. <u>Resolution No. 2202 -2021</u> Document Destruction

Motion: to adopt Resolution No. 2202 - 2021 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**	**6**	**9**	**7**	**8**

18. <u>Resolution No. 2203 -2021</u> Comprehensive Fee Schedule

Motion: to adopt Resolution No. 2203 - 2021 approving Haverford Township's Comprehensive Fee Schedule.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

19. <u>Resolution No. 2205-2021</u> 2021 Mowing Contract

Motion: to authorize the Township Manager to enter into an agreement with PaDot for the 2021 Mowing season.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

20. <u>Resolution No. 2206-2021</u> DELCORA – Act 537 Update

Motion: to adopt Resolution No. 2206-2201 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 6 9 7 8

21. <u>Resolution No. 2208-2021</u> Professional Consultant Fees

Motion: to adopt Resolution No. 2208-2021 establishing a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

Voting order 1 2 3 4 5 6 9 7 8

22. <u>Resolution No. 2209-2021</u> Multimodal Transportation Fund - Proposed Park and Ride Facility and Pedestrian Improvements

Motion: to adopt Resolution No. 2209-2021 requesting a time extension from the Commonwealth Financial Authority for a proposed Park and Ride Facility and Pedestrian Improvements along Karakung Drive between Mill Road and Beechwood Drive and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Voting order 1 2 3 4 5 6 9 7 8

23. <u>Resolution No. 2210-2021</u> PA Small Water and Sewer

Motion: to adopt Resolution No. 2210-2021 requesting permission to re purpose the remaining grant monies within the Small Water and Sewer Grant received from the Commonwealth Financial Authority to replace an existing sanitary sewer line and furthermore requests a time

extension to complete the associated work and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Voting order 1 2 3 4 5 6 9 7 8

24. Legal

Motion: to authorize the Township Solicitor to file an appeal with the Delaware County Court of Common Pleas 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 6 9 7 8

25. Purchases

Parks and Recreation

Motion: to authorize the purchase of 129,879 sq. foot of replacement field turf from Field Turf, under Co-Stars contract #014-173, in the amount of $450,000.00.

Voting order 1 2 3 4 5 6 9 7 8

Police Department – Vehicles

Motion: to authorize the purchase of three (3) 2021 Chevrolet Tahoe police vehicles, from Hondru Chevrolet, Elizabethtown, PA, under PA CoStars Contract 26 in the amount of $132,780.00.

Voting order 1 2 3 4 5 6 9 7 8

26. Contract Award

Public Works

Motion: to award the Green Valley Road Sewer Replacement Contract to McKenney Construction, Media, PA, in the amount of $67,000; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

27. 2021 Appointments – Follow ups from Reorganization Meeting Discussions

Environmental Advisory Committee – 2 Year Term

Ward 1 _____

Ward 2_____

Grange Estate – 1 Year Term

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint_____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Senior Citizens Advisory Board – 1 Year Term

Ward 1_____

Ward 2_____

Ward 3_____

Ward 7_____

Discussion

Expansion of Boards: Parks and Recreation

Health Advisory Board

Establishment: Solar AD HOC Committee

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

29. New business

30. Other business

31. Adjourn

MINUTES

REGULAR MEETING **January 11, 2021**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting – Gerry Hart, M.D., President, opened the meeting.**

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

   In present were: Commissioners D'Emilio, Oliva, Holmes, Quinn and Hart.
   ZOOM were: Commissioners McCloskey, Siegel, Lewis and Wechsler.

   Also present were: In person: David R. Burman, Township Manager, ZOOM: Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esq., Township Solicitor, Chief John Viola, Deputy Chief, Joe Hagan, 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. Commissioner Holmes made a motion to add a Resolution after item #23 to approve an Ad Hoc Solar Committee. Motion was seconded by Commissioner Oliva.

All Commissioners voiced aye.

3. Commissioner Committee Update

Commissioner McCloskey announced that the State approved a RACP Grant in the amount of $1,000,000 to go towards the library renovations. He thanked State Reps Vitali and Zabel for their help.

4. Township Auditor Update

Mr. Anderson reviewed the expenses and disbursements and found no irregularities.

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

Michelle Alvare – 134 Hastings Avenue

ZOOM: Mrs. Alvare encouraged the Board to approve the purchase of 1744 Burmont Avenue to continue to extend the trail and also to continue to find funding for the turf field.

The following residents sent in emails concerning the recent violence in DC – SEE ATTACHMENTS.

ZOOM: Samantha Hand – 9 Fairfield Road

Samantha Hand voiced that the Commissioners need to stick to local township issues.

END OF CITIZENS FORUM

6. Current Events

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to consider a Resolution concerning the events that occurred in Washington, DC on January 6, 2021.

SEE ATTACHMENT

Roll Called.

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

7. Chief John Viola presented his Crime Update report for the previous month.

8. Resolution No. 2207-2021 **Reappointment David R. Burman, Township Manager/Secretary**

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to reappoint David R. Burman to a two-year contract as Township Manager/Secretary effective January 14, 2021 to January 13, 2023.

Roll Called.

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

9. <u>Police Department</u> Chief of Police/Emergency Management Coordinator John Viola

Motion: to reappoint Chief of Police/EMC John Viola effective January 14, 2021 to January 13, 2023.

Motion made by Commissioner Quinn and seconded by Commissioner D'Emilio to TABLE.

Roll Called.

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

10. <u>David R. Burman - Township Manager Update</u>

Mr. Burman thanked the Board for their confidence and he explained the phases for the COVID vaccinations.

Paramedic Chief McCans further elaborated.

11. <u>Approval of Minutes</u> Budget/Regular Meeting Minutes of December 14, 2020

Motion made by Commissioner Quinn and seconded by Commissioner Holmes to approve the Budget/Regular Meeting Minutes of December 14, 2020

Roll Called.

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

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #1-2021 totaling $4,292,283.14

General & Sewer fund Payroll for December 10, 2020 in the amount of $986,655.72
General & Sewer fund Payroll for December 24, 2020 in the amount of $660,241.09
General & Sewer fund Payroll for January 7, 2020 in the amount of $1,288,881.18
General Fund disbursements #1- in the amount of $1,079,463.34
Sewer Fund disbursements #1-in the amount of $115,530.81
Community Development Block Grant Fund disbursement #1-2021 in the amount of $83,918.21
Capital Projects Fund disbursement #1-2021 in the amount of $69,820.66
Credit Card Statement ending December 27, 2020 in the amount of $7,772.13

Roll Called.

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

13. <u>Ordinance No. P28-2020</u> Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to adopt the second reading of Ordinance No. P28-2020 establishing traffic restrictions on the following highways:

<u>Special Purpose Parking</u>:

<u>Establish</u>: in front of 402 Steel Road.

in front of 2945 Oakford Road

<u>Parking of All Vehicles Prohibited at All Times.</u>

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, Holmes, Wechsler, Quinn and Hart.

14. <u>Ordinance No. P29-2021</u> Amending Chapter 136 – Police Services (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to adopt the second 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, Holmes, Wechsler, Quinn and Hart.

15. <u>Ordinance No. P30-2021</u> Amending Chapter 30, "Pensions and Employee Benefits (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the second 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, Holmes, Wechsler, Quinn and Hart.

16. <u>Ordinance No. P31-2021</u> Purchase of 1744 Burmont Road (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to adopt the second 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.

17. <u>Ordinance No. P1-2021</u> Lease – Haverford Township Free Library (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Roll Called.

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

18. <u>Resolution No. 2202 -2021</u> Document Destruction

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution No. 2202 - 2021 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, Holmes, Wechsler, Quinn and Hart.

19. <u>Resolution No. 2203 -2021</u> Comprehensive Fee Schedule

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt Resolution No. 2203 - 2021 approving Haverford Township's Comprehensive Fee Schedule.

Roll Called.

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

20. Resolution No. 2205-2021 2021 Mowing Contract

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to authorize the Township Manager to enter into an agreement with PaDot for the 2021 Mowing season.

Roll Called.

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

21. Resolution No. 2206-2021 DELCORA – Act 537 Update

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2206-2201 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, Holmes, Wechsler, Quinn and Hart.

22. Resolution No. 2208-2021 Professional Consultant Fees

Motion made by Commissioner Holmes and McCloskey to adopt Resolution No. 2208-2021 establishing a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

Roll Called.

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

23. <u>Resolution No. 2209-2021</u> **Multimodal Transportation Fund - Proposed Park and Ride Facility and Pedestrian Improvements**

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2209-2021 requesting a time extension from the Commonwealth Financial Authority for a proposed Park and Ride Facility and Pedestrian Improvements along Karakung Drive between Mill Road and Beechwood Drive and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Roll Called.

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

24. <u>Resolution No. 2210-2021</u> **PA Small Water and Sewer**

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2210-2021 requesting permission to re purpose the remaining grant monies within the Small Water and Sewer Grant received from the Commonwealth Financial Authority to replace an existing sanitary sewer line and furthermore requests a time extension to complete the associated work and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Roll Called.

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

25*<u>Resolution No. 2211-2021</u> **Establish Solar Ad Hoc Committee**

Motion made by Commissioner Holmes and seconded by Commission Oliva to establish a Solar Ad Hoc Commission.

Notice will be posted for three individuals to serve on the committee.

Roll Called.

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

26. Legal

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to authorize the Township Solicitor to file an appeal with the Delaware County Court of Common Pleas 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.

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

Commissioner McCloskey voted No.

27. Purchases

Parks and Recreation

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to authorize the purchase of 129,879 sq. foot of replacement field turf from Field Turf, under Co-Stars contract #014-173, in the amount of $450,000.00.

Roll Called.

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

Police Department – Vehicles

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to authorize the purchase of three (3) 2021 Chevrolet Tahoe police vehicles, from Hondru Chevrolet, Elizabethtown, PA, under PA CoStars Contract 26 in the amount of $132,780.00.

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

28. Contract Award

Public Works

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to award the Green Valley Road Sewer Replacement Contract to McKenney Construction, Media, PA, in the amount of $67,000; submitting the lowest responsible bid.

Roll Called.

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

29. 2021 Appointments – Follow ups from Reorganization Meeting Discussions

Environmental Advisory Committee – 2 Year Term

Ward 1 Noel Smyth

Ward 2 Allison Carpenter

****Grange Estate – 1 Year Term**

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint_____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

The Grange Estate appointments were removed. Further research required.

Senior Citizens Advisory Board – 1 Year Term

Ward 1 **Passed**

Ward 2 **Jack Dougherty**

Ward 3 **Passed**

Ward 7 **Passed**

Discussion

Expansion of Boards: Parks and Recreation

Health Advisory Board

All Commissioners voiced their opinions.

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

No one spoke.

31. New business

No new business.

32. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked the residents for and against that submitted their opinions.

We all need to heal.

Government needs to work for the people; people are hurting.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva agrees with Commissioner D'Emilio. The lack of respect for each other is alarming.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey stated that the library project can now move forward thanks to being approved for a RACP Grant.

Commissioner McCloskey congratulated Lt. Glenn upon his retirement and congratulated Chief Viola on becoming the President of the Delaware County Police Chiefs Association.

Commissioner McCloskey stated that we need to be willing to talk to residents and listen to their concerns.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel stated that the Board is unified on what occurred in DC, gun control, gerrymandering, etc.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis asked that Mr. Pennoni provide an update on storm mitigation issues, in the 5th Ward, at an upcoming Work Session.

Commissioner Lewis asked that the representative from the Haverford Township Adult School be placed on the Work Session Agenda and provide a presentation.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that he is glad Commissioner Lewis is supporting the HTAS.

Commissioner Holmes announced, that due to the delayed USPS mail deliveries, residents on his street did not receive a letter from PECO in time to let them know that power was going to be turned off.

There are upcoming power outages scheduled.

Our next generation will discover that what happened in DC is their 911.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler is glad there was a unanimous decision on the approved presidential resolution. Now we can get back to business.

Commissioner Wechsler will hold is constituent meeting on January 28th, together with the Hilltop Civic Association, at the Bon Air Fire Company.

Unfortunately, a long-time 9th Ward resident, had her last ride to Sts. Peter and Paul Cemetery; while Lt. Glenn, upon retirement, had his last ride as a Haverford Police Officer. He congratulated Chief Viola upon being voted as the new President of the Delaware County Police Association.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn stated that we can now get back to work and he will continue to work for R & Ds.

He offered congratulations to Chief Viola.

With all the recent fires, Commissioner Quinn thanked all the volunteer firefighters for their dedication.

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

Commissioner Hart also announced that this was a tough week with DC and COVID. He did receive his first vaccination and had minimal side effects. We need 70% of individuals vaccinated to help with this epidemic.

33. All Commissioners voted to adjourn.

AGENDA

REORGANIZATION MEETING
Board of Commissioners
Township of Haverford

JANUARY 4, 2022
TUESDAY– 7:30 p.m.
Commissioners Meeting Room

1. **Opening of Meeting**

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

2. **Oaths of Office**

2nd Ward Commissioner-elect Sheryl Forste-Grupp sworn in by the Honorable Elysia Duerr

4th Ward Commissioner-elect Judith Trombetta sworn in by the Honorable Elysia Duerr

6th Ward Commissioner-elect Lawrence Holmes sworn in by the Honorable Elysia Duerr

8th Ward Commissioner-elect Gerard Hart sworn in by the Honorable Elysia Duerr

Township Auditor-elect Ross Anderson sworn in by the Honorable Elysia Duerr

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

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

Appointments – Administrative

Township Solicitor

Motion made by Commissioner and seconded by Commissioner to appoint/reappoint _____ to serve as Township Solicitor for a one-year term to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Civil Service Solicitor

Motion made by Commissioner and seconded by Commissioner to appoint/reappoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Township Engineer

Motion: to confirm the Township Manager's appointment of _____ as Township Engineer, to expire December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

5. Resolution No. 2246 - 2022 Appointments – Boards and Commissions

Motion: to adopt Resolution No. 2246 - 2022 appointing the following Boards and Commissions.

Voting order 1 2 3 4 5 6 7 8 9

Friends of the Grange – 1 Year Term

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-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 Friends of the Grange for a one-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 Friends of the Grange for a one-year term to expire on December 31, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Health Advisory Board – 5 Year Term

Motion: to reappoint/appoint _____to serve on the Health Advisory Board for a five-year term to expire on December 31, 2026.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____to fill an unexpired five-year term on the Health Advisory Board to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Historical Commission - 4 Year term

Motion: to reappoint/appoint _____ to serve on the Historical Commission for a four-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint_____ to serve on the Historical Commission for a four-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Human Relations Commission – 3 Year Term

Motion: to reappoint/appoint _____ to serve on the Human Relations Commission for a three-year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Human Relations Commission for a three-year term to expire December 31, 2024.

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, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to fill an unexpired three-year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Ice Rink Advisory Board – 3 Year Term

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

Voting order 1 2 3 4 5 6 7 8 9

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

Voting order 1 2 3 4 5 6 7 8 9

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

Voting order 1 2 3 4 5 6 7 8 9

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

Voting order 1 2 3 4 5 6 7 8 9

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

Voting order 1 2 3 4 5 6 7 8 9

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

Voting order 1 2 3 4 5 6 7 8 9

Library Board of Trustees – 3 Year Term

Motion: to reappoint/appoint _____ to serve on the Library Board of Trustees for a three- year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Library Board of Trustees for a three- year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Library Board of Trustees for a three- year term to expire December 31, 2024.

Voting order 1 2 3 4 5 6 7 8 9

Parks and Recreation Board – 5 Year Term

Motion: to appoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2026.

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 _____

Planning Commission – 4 Year Term

Motion: to reappoint/appoint _____ to serve on the Planning Commission for a four-year term to expire on December 31, 2025.

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, 2025.

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, 2022.

Voting order 1 2 3 4 5 6 7 8 9

Zoning Hearing Board – 5 Year Term

Motion: to reappoint/appoint _____to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 9

8. Adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, February 1, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

EXECUTIVE SESSION: 6:00 p.m. – LEGAL/REAL ESTATE

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, February 1, 2021

7:00 P.M.

Pension Investment Managers 2020 Performance Update:

Mike Glackin, CBIZ/InR Advisory Services, LLC

Bikram Chadha – PFM Asset Management, LLC

Presentation - Dr. Gail Farally-Semerad - Haverford Township Adult School

Commissioner Committee Updates

Discussion: Boards and Commissions

Police Department - Crime Update

Discussion: Brookline School

NEXT WEEK:

Police Department	**Reappointment - Chief of Police/Emergency Management Coordinator John Viola**
Ordinance No. P1-2021	**Lease – Haverford Township Free Library (2nd Reading)**
Ordinance No. P2 -2021	**Traffic (1st Reading)**
Ordinance No. P3-2021	**Skatium – Renewal/ProShop Lease (1st Reading)**
Ordinance No. P4-2021	**Traffic (1st Reading)**
Resolution No. 2213-2021	**Liquid Fuels Funding**

Settlements and Stipulations of Counsel

Contract Awards

Bureau of Fire - Fire Tower purchases

Purchases

Police Department

Install Video/Audio Recording and Monitoring Equipment in two Police Interrogation rooms and Install networking and install speaker/amplifier in Police training room/Emergency Operations Center

2021 Vehicle Purchase – 1 – 2021 Ford Police Interceptor AWD with Hybrid Engine

Appointments:

Civil Service Solicitor

Senior Citizens – Wards 1, 3, 7

Vacancy Committee

Solar Ad Hoc Committee

Planning Commission Liaison to the Historical Commission

Civil Service Commission – Promotion Lieutenant

Haverford Township
Commissioner Appointed Boards Committees

Committee	Number of Appointed Members	Term (Years)	Notes	Code Section
Cable	5	4	This operates as the Board of Directors of the Haverfore Public Access Corporation	A186-17(E)
Environmental	9	2		4-513
Grange (Friends of)	3	1		4-703
Health	9	5	Must include at least 1 physician	4-519
Historical Commission	8	4	Must include at least 1 architect	182-305
Human Relations Commission	7	3	Members may not hold office in any political party; commissioners may appoint a solicitor	183-5
Ice Rink	9	3		4-508
Parks & Recreation	9	5		4-511
Senior Citizens	9	1		35-1
Shade Tree	7	3		4-517

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P1-2021

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 a formalized lease agreement with the Haverford Township Free Library Association, Havertown, PA for certain property located at 1601 Darby Road, Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 8th day of February, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, M.D.
President

Attest: _____
David R. Burman
Township Manager/ Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ___ day of _____, 2021, by and between TOWNSHIP OF HAVERFORD, a home rule municipality organized under the laws of the Commonwealth of Pennsylvania, as Landlord, and HAVERFORD TOWNSHIP FREE LIBRARY ASSOCIATION, a Pennsylvania nonprofit corporation, as Tenant;

W I T N E S S E T H :

WHEREAS, Landlord is the owner of (i) certain real property situate in the Township of Haverford, County of Delaware and Commonwealth of Pennsylvania, having a street address of 1601 Darby Road, Havertown, Pennsylvania 19083, such real property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); (ii) the Improvements (as hereinafter defined); and (iii) all present and future easements, rights and appurtenances thereunto belonging (the "Appurtenances", and, together with the Land and the Improvements, collectively, the "Leased Property"); and

WHEREAS, Landlord wishes to lease and demise to Tenant, and Tenant wishes to hire and lease from Landlord, the Leased Property, upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

ARTICLE 1

Definitions

Except as otherwise expressly set forth in this Lease, the following terms shall have the respective meanings assigned thereto in this Article 1:

1.01. "Additional Rent" has the meaning set forth in Section 3.02.

1.02. "Alterations" has the meaning set forth in Section 10.01.

1.03. "Appurtenances" means the "Appurtenances" referred to and defined in the recitals hereto.

1.04. "Basic Rent" has the meaning set forth in Section 3.01.

1.05. "Code" has the meaning set forth in Section 21.11.

1.06. "Constructive Total Taking" has the meaning set forth in Section 13.01.

1.07. "Determination Letter" has the meaning set forth in Section 21.11.

1.08. "Equipment" shall mean all fixtures permanently attached to or incorporated in real property and shall include, but not be limited to, machinery, engines, boilers, elevators, escalators, air-conditioning compressors, sprinklers, ducts, pipes, electrical wiring and fittings and plumbing, heating, ventilating, air-conditioning and electrical systems and equipment, except for Tenant Furnishings and other personal property that can be removed from the real property without permanent damage thereto.

1.09. "Events of Default" has the meaning set forth in Section 14.01.

1.10. "501(c)(3) Organization" has the meaning set forth in Section 21.12.

1.11. "Improvements" means any structures or improvements now or hereafter erected or situate on the Land, the foundations and footings thereof, any and all fixtures, Equipment and machinery of every kind and nature whatsoever now or hereafter affixed or attached thereto, or now or hereafter used or procured for use in connection with the operation, use or occupancy thereof, and the appurtenances thereto.

1.12. "Indemnified Parties" has the meaning set forth in Section 15.01.

1.13. "Insurance Requirements" has the meaning set forth in Section 6.01.

1.14. "Land" means the "Land" referred to and defined in the recitals hereto.

1.15. "Landlord" means the Township of Haverford, Delaware County, Pennsylvania.

1.16. "Lease Term" has the meaning set forth in Section 2.01.

1.17. "Leased Property" means the "Leased Property" referred to and defined in the recitals hereto.

1.18. "Legal Requirements" has the meaning set forth in Section 6.01.

1.19. "Liens" has the meaning set forth in Section 7.01.

1.20. "MOU" has the meaning set forth in Section 21.14.

1.21. "Permitted Exceptions" has the meaning set forth in Section 2.01.

1.22. "Person" means any individual, corporation, partnership, joint venture, estate, trust, unincorporated association or other legal entity, or any Federal, State, County or municipal government or any bureau, department or agency thereof.

1.23. "Tax-Exempt Bonds" has the meaning set forth in Section 21.12.

1.24. "Tax-Exempt Status" has the meaning set forth in Section 21.11.

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1.25. "Taking" means the taking of all or any part of the Leased Property, or the taking of all or any part of the Leased Property for use or occupancy for a period exceeding 90 days, in each case as the result of the exercise of the power of eminent domain.

1.26. "Tenant" means the Haverford Township Free Library Association.

1.27. "Tenant Furnishings" means movable trade fixtures, furniture and furnishings acquired and installed by Tenant at its expense at the Leased Property.

1.28. "Term Commencement Date" has the meaning set forth in Section 2.01.

ARTICLE 2

Demise of Premises; Title and Condition

2.01. Premises. Landlord hereby demises and lets to Tenant, and Tenant hereby rents from Landlord, the Leased Property.

TO HAVE AND TO HOLD the same unto Tenant, its successors and assigns, for a term (the "Lease Term") commencing on _____, 2021 (the "Term Commencement Date") and ending at 11:59 p.m. on _____, 2050 or such earlier date upon which this Lease may be terminated or shall expire as hereinafter provided.

2.02. Title and Condition. The Leased Property is demised and let subject to (i) the state of title of the Leased Property existing as of the date of this Lease; (ii) any state of facts which an accurate survey or physical inspection thereof might show; (iii) all applicable zoning, subdivision and land use regulations, restrictions, rules and ordinances; (iv) all applicable building restrictions and other laws and regulations now in effect of any governmental authority or any nature having jurisdiction over the Leased Property; (v) the rights of any Persons in possession of the Leased Property; and (vi) the condition of the Leased Property as of the date hereof, without any representation or warranty by Landlord.

2.03. Disclaimer. The Leased Property is leased to and accepted by Tenant "As Is" in its present condition and without representation or warranty of any kind by Landlord.

ARTICLE 3

Rent

3.01. Basic Rent. Tenant shall pay to Landlord as basic rental ("Basic Rent") for the Lease Term ONE DOLLAR ($1.00).

3.02. Additional Rent. Tenant shall pay, as and for additional rent during the Lease Term ("Additional Rent"), such amounts described or referred to in this Lease as Additional Rent. Landlord shall give provide to Tenant statements of the amount of Additional Rent owing from time to time, and Tenant shall pay all such Additional Rent within thirty (30) days of receipt of such statements.

3.03. Payment of Rent; Net Lease. All Basic Rent and Additional Rent shall be paid to Landlord at the address of Landlord set forth in Section 20.01, or at such other address as Landlord shall designate to Tenant in writing, in lawful money of the United States, in immediately available funds at the place of payment, without notice or demand and without abatement, deduction or set-off of any amount whatsoever, except as otherwise provided in this Lease.

ARTICLE 4

Exemption from Real Estate Taxes

4.01. Exemption from Real Estate Taxes. Landlord and Tenant believe that the Leased Property is entitled to an exemption from real estate taxes as long as it is used for public library purposes. The Leased Property is currently exempt from real estate taxes. In the event that there is an attempt either to remove the existing exemption from real estate taxes or to cause the assessment of the Leased Property to be increased, Landlord agrees to cooperate fully with Tenant, without cost to Landlord, to extend and maintain the exemption or to contest the assessment, as the case may be, by executing any and all documents necessary or appropriate in such proceedings.

ARTICLE 5

Insurance

5.01. Insurance. Landlord shall at all times maintain, or cause to be maintained, for the mutual benefit of the public, Landlord and Tenant, at all times during the Lease Term:

(i) physical damage insurance written on an "all risk" basis insuring the Leased Property and the Improvements against loss or damage by fire, lightning, windstorm, explosion, civil commotion, damage from aircraft and vehicles, vandalism and malicious mischief, war risks (to the extent obtainable from an agency of the United States Government) and such other risks as may be included in the "all risk" form of extended coverage insurance, it being understood that terrorism coverage may be restricted in coverage or amount; and

(ii) comprehensive general liability insurance against liability for claims of bodily and personal injury and Leased Property damage in amounts no less than $1,000,000 for each occurrence and $1,000,000 in the aggregate.

Tenant shall also, at all times maintain, or cause to be maintained, at all times during the Lease Term, worker's compensation, employer's liability insurance and all other statutory forms of insurance now or hereafter prescribed by law and in limits not less than the statutorily required amounts covering all Persons employed by Tenant at the Leased Property, such employer's liability insurance to be maintained in an amount not less than such amount as is required by law.

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ARTICLE 6

Compliance with Laws, Etc.

6.01. Legal Requirements; Insurance Requirements. Tenant shall comply with, or cause to be complied with, (a) all applicable laws, ordinances, resolutions, and administrative regulations and the orders and requirements of general application of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, including without limitation all laws, rules and regulations applicable to public libraries in Pennsylvania, which at any time may be applicable to the Leased Property (collectively, "Legal Requirements"), and (b) the requirements of all policies of insurance from time to time in force with respect to the Leased Property as required by Article 5, and of the insurers of such policies (collectively, "Insurance Requirements").

6.02. Permits and Licenses. Tenant shall procure, maintain and comply with, or cause to be procured, maintained or complied with, all permits, licenses and other authorizations required for any use by Tenant of the Leased Property or any part thereof.

ARTICLE 7

Liens

7.01. Liens. Tenant shall not create, or suffer or permit to be created or filed, any lien, charge or encumbrance, including without limitation any mechanic's, materialmen's, vendor's or similar liens (collectively, "Liens") against the Leased Property or any part thereof, or against the estate of Landlord or Tenant therein, whether by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Leased Property or any part thereof by, through or under Tenant, or otherwise. If any Lien shall at any time be filed against the Leased Property, Tenant shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such Lien to be discharged within such period of 30 days Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, compel the prosecution of an action for the foreclosure of such Lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any such amount so paid by Landlord shall be reimbursed by Tenant and shall be deemed to constitute Additional Rent payable hereunder.

7.02. No Consent. Unless an emergency situation where immediate notification to the Township Manager will be sufficient, nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of or request by Landlord, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Leased Property or any part thereof, in excess of $5,000, nor as giving Tenant the right, power or authority to contract for or permit the rendering of any services or the furnishing of any

materials, in excess of $5,000 that would give rise to the filing of any such Lien against the Leased Property or any part thereof, or against the estate of Landlord therein.

ARTICLE 8

Utilities

8.01. Utilities. Tenant shall pay or cause to be paid all charges for heat, water, gas, heating oil, electricity, steam, light, telephone or any other communication or utility service used in or rendered or supplied to the Leased Property or any part thereof. If Tenant shall fail to pay any such charges, Landlord may, but shall not be obligated to, pay the same and any such amount so paid by Landlord shall be reimbursed by Tenant and shall be deemed to constitute Additional Rent payable hereunder. In addition, Landlord may, at the request of Tenant, purchase heating oil for the Leased Property and, if Landlord does so, it will invoice Tenant from time to time for any such heating oil costs paid by Landlord. Tenant shall reimburse Landlord for such heating oil costs paid by Landlord, and such reimbursement shall constitute Additional Rent payable hereunder.

ARTICLE 9

Repairs and Maintenance

9.01. Maintenance. Tenant shall take good care of the Leased Property, or cause the same to be done, and shall keep and maintain, in a clean and orderly condition, so as to maintain the Leased Property in an as good a condition as the Leased Property is now in. Tenant shall not cause or permit any waste, damage or injury to the Leased Property or any part thereof. Notwithstanding the foregoing, Landlord may, at the request of Tenant, perform maintenance of the Leased Property and any costs or expenses of Landlord with respect to any specific maintenance work order that are $5,000 or less (exclusive of the cost of labor performed by Landlord's employees) shall be reimbursed by Tenant to Landlord within 30 days after receipt by Tenant of an invoice therefor.

9.02. Repairs. Tenant shall promptly make, or cause to be made, all repairs and replacements to the Leased Property, interior and exterior, structural and otherwise, ordinary and extraordinary, foreseen or unforeseen, as may be necessary to maintain the Improvements and all Equipment therein in good condition. Notwithstanding the foregoing, Landlord may, at the request of Tenant, make repairs and replacements with respect to the Leased Property and any costs or expenses of Landlord that are $5,000 or less (exclusive of the cost of labor performed by Landlord's employees) shall be reimbursed by Tenant to Landlord within 30 days after receipt by Tenant of an invoice therefor.

ARTICLE 10

Alterations

10.01. Alterations. Tenant shall not make any changes, alterations, additions or improvements of any kind (collectively, "Alterations") to all or any portion of the Leased Property without the prior written consent of Landlord.

10.02. Tenant Furnishings. All Alterations and all building service Equipment made or installed by or on behalf of Tenant, other than Tenant Furnishings, shall immediately upon completion or installation thereof be and become the property of Landlord and part of the Leased Property subject to the terms of this Lease.

ARTICLE 11

Use – Inspection
by Landlord

11.01. Use. Tenant shall use the Leased Property only for a free public library and uses ancillary thereto.

11.02. Entry. Landlord, or its authorized representatives, shall have the right to enter the Leased Property at all reasonable times during normal business hours for the purpose of inspecting the same; provided, however, that no such entry shall unreasonably interfere with the conduct of Tenant's operations thereon. Notwithstanding the foregoing, Landlord shall have access to the Leased Property at any time in connection with any emergency.

ARTICLE 12

Damage to or
Destruction of Improvements

12.01. Damage. In case of damage to or destruction of the Leased Property by fire or otherwise, Tenant shall promptly give notice thereof to Landlord. All proceeds payable under any insurance policy maintained by Landlord for any damage or destruction shall be paid to Landlord. Landlord shall determine, in its sole discretion, whether and the extent to which the Leased Property may be repaired or restored to permit operation of the Improvements as a complete public library facility. In the event that Landlord determines in its sole judgment that the Leased Property cannot be repaired or restored to permit operation of the Improvements as a complete public library facility, or otherwise determines in its sole judgment that such repair or restoration is uneconomic, this Lease shall terminate on such date as shall be specified by Landlord. If Landlord determines to repair or restore the Leased Property, this Lease shall continue in effect and Tenant shall pay (or reimburse Landlord for) the first $5,000 of damage repair costs.

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ARTICLE 13

Condemnation

13.01. Total Condemnation. If a Taking of the entire Leased Property shall occur, or if a Constructive Total Taking shall occur, this Lease shall terminate on the date of vesting of title in the condemning authority. The term "Constructive Total Taking" shall mean a Taking of such scope that in the reasonable judgment of Landlord the untaken portion of the Leased Property is insufficient to permit operation of the Improvements as complete public library facility. In the event of a Taking of the entire Leased Property, or in the event of a Constructive Total Taking, the award or awards for said Taking shall be paid to Landlord and be the property of and belong to Landlord.

13.02. Partial Condemnation. In the event of a Taking constituting less than a Constructive Total Taking, this Lease shall terminate on the date of vesting of title in the condemning authority as to that portion of the Leased Property so taken, and this Lease shall continue with respect to the remainder of the Leased Property not so taken. Any and all awards for such Taking shall belong to and be the property of Landlord.

ARTICLE 14

Default Provisions - Conditional Limitations

14.01. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) default shall be made in the payment to Landlord when due of Basic Rent or Additional Rent or any other payment obligation owing to Landlord hereunder and such default shall continue for a period of 30 days after notice of such default by Landlord to Tenant; or

(b) any representation or warranty made by Tenant in this Lease shall prove to be untrue or incorrect in any material respect or shall be breached; or

(c) default shall be made in the performance or observance of any other covenant or agreement on the part of Tenant to be performed or observed hereunder, and such default shall continue for a period of 30 days after notice of such default by Landlord to Tenant or, in the event Tenant commences to cure such default within such period of 30 days and thereafter proceeds with diligence and continuity to cure such default, for such longer period as may be necessary for Tenant to cure the same with all due diligence; provided, however, that Tenant must account as reasonably requested by Landlord in respect of cure activities during such longer period.

14.02 Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Landlord may in its discretion take one or more of the following actions:

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(a) Landlord may enter the Leased Property and take possession thereof without terminating this Lease and sublease the Leased Property for the account of Tenant, holding Tenant liable for the difference between the rent and other amounts payable by such sublessee in such subleasing and the rent and such other amounts payable by Tenant hereunder; or

(b) Landlord may terminate this Lease, prevent Tenant from use of the Leased Property, and lease the Leased Property to another entity, but holding Tenant liable for all rent and such other amounts payable up to the effective date of such leasing; or

(c) Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Tenant under this Lease.

14.03 Re-entry. Upon the termination of this Lease pursuant to any of the provisions of this Article, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Leased Property by any action or proceeding authorized by law and to remove Tenant therefrom without being liable for any damages therefor.

ARTICLE 15

Indemnity

15.01 Indemnity. ~~Tenant shall indemnify, defend and save Landlord and its commissioners, employees and agents (collectively, "Indemnified Parties") harmless against and from , and none of the Indemnified Parties shall be liable for, any and all liability, fines, suits, claims, demands, losses, costs, expenses (including reasonable attorneys fees) and actions of any kind or nature arising from any violation by Tenant of any provision of this Lease or the use, operation, maintenance, conduct or management of the Leased Property or from work performed thereon, or arising from any act or omission of Tenant, or any occupant of the Leased Property or any part thereof, or of its or their agents, contractors, subcontractors, servants, employees, invitees or licensees, or arising from any accident, injury or damage whatsoever caused to person or Leased Property occurring during the Lease Term on or about the Leased Property.~~ Subject to the limits of Tenant's liability insurance, Tenant shall indemnify, defend and save harmless Landlord and its commissioners, employees and agents (collectively, "Indemnified Parties") against and from any and all claims, liability, fines, suits, claims, demands, losses, costs, and expenses (including reasonable attorney's fees). Further, actions of any kind or nature arising from any violation by Tenant of any provision of this Lease or the use, operation, maintenance, conduct or management of the Leased Property or from work performed thereon, or arising from any act or omission of Tenant, or any occupant of the Leased Property or any part thereof, of its agents, contractors, subcontractors, servants, employees, invitees or licensees, or arising from any accident, injury or damage whatsoever caused to person or Leased Property occurring during the Lease Term on or about the Leased Property. In no event shall any directors, board members, officers, members or employees of Tenant have any personal liability under this Lease to Landlord for the indemnification and/or defense obligations of Tenant under this paragraph, except to the extent said liability, fine, suit, claim, demand, loss, cost or expense

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arises from the gross negligence of willful misconduct of said director, board member, officer member or employee. Landlord hereby agrees to defend, indemnify and hold harmless Tenant from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of Landlord relating to the performance of this Lease and subject to the terms of 42 Pa.C.S.A. 8542, et seq., (Pennsylvania Political Subdivision Tort Claim Act).

ARTICLE 16

No Assignment, Subletting or Mortgaging

16.01. No Assignment or Sublease. Without the prior written approval of Landlord, Tenant shall not assign or sublease its interest under this Lease and shall not create or suffer to exist any lien or encumbrance of any nature whatsoever on the Leased Property or any part thereof or interest therein.

ARTICLE 17

Quiet Enjoyment

17.01. Quiet Enjoyment. Tenant, upon performing and observing the covenants, agreements and conditions of this Lease on its part to be performed and observed, shall and may peaceably and quietly hold, occupy and enjoy the Leased Property during the term of this Lease without hindrance or molestation by or from anyone claiming by, through or under Landlord.

ARTICLE 18

Surrender at End of Lease Term

18.01. Surrender. Upon the expiration or earlier termination of this Lease, or upon a re-entry by Landlord upon the Leased Property pursuant to Article 14, Tenant shall surrender the Leased Property to Landlord together with all Alterations thereto and replacements thereof, in good order and condition, except for reasonable wear and tear, and free of all subleases, occupancies, liens and encumbrances except as have been consented to in writing by Landlord, and shall promptly deliver to Landlord all files, plans, records and registers and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Improvements, all of which shall, upon such expiration or termination, be and become the sole Leased Property of Landlord. Tenant hereby waives any notice now or hereafter required by law in connection with any vacation of the Leased Property.

ARTICLE 19

Notices

19.01. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given or made when sent by United States registered or certified mail, postage prepaid, return receipt requested or by overnight air courier

service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 19.01) addressed, if to the parties, at their respective addresses set forth below:

(a) if to Landlord:

Township of Haverford
1014 Darby Road
Havertown, PA 19083
Attention: Township Manager

(b) if to Tenant:

Haverford Township Free Library
1601 Darby Road
Havertown, PA 19083
Attention: Director

or at such other address as any of such parties may from time to time designate in a notice to the other parties.

ARTICLE 20

Limitation of Liability

20.01. Limitation of Landlord's Liability. Landlord shall not be liable for any claims or damages arising out of the conduct, operation or management of the Leased Property by Tenant or by its officers, agents, employees, invitees, or permittees. In no event shall any agent or employee of Landlord be deemed to be an agent or employee of Tenant, nor shall any agent or employee of Tenant be deemed to be an agent or employee of Landlord.

ARTICLE 21

Miscellaneous

21.01. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21.02. Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

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21.03. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

21.04. Termination. Tenant may, during the Lease Term, terminate this Lease by giving written notice of such termination to Landlord not less than twelve months prior to the date on which such termination is to occur, it being understood that the Leased Property shall be surrendered in accordance with the provisions of Section 18.01.

21.05. No Obligation of Landlord to Repay Grant Monies. In the event that this Lease is terminated, Landlord shall not be obligated to repay any private monies obtained by Tenant for improvements to the Leased Property.

21.06. Naming Rights; Signage; Extension. Tenant shall not grant, sell or award any naming rights with respect to the Leased Property or any part thereof without the prior written consent of Landlord. Tenant shall not erect, install or attach any signs, exterior lighting, shades, awnings, or fences, or make any other changes to the exterior of the building, at or on the Leased Property without the prior written consent of Landlord.

21.07. Abandonment. Tenant represents that it intends to occupy the Leased Property at all times during the Term of the Lease and, absent termination pursuant to the terms hereof, shall not abandon the Leased Property without the prior written approval of Landlord.

21.08. Financial Information. Tenant shall provide Landlord with a copy of its annual audited financial statements within thirty (30) days after receipt thereof from its independent auditors but no later than May 15 after the end of Tenant's fiscal year. Upon request, Tenant shall provide Landlord with copies of any filings and reports required by federal, state or local authorities, including without limitation, any filings or reports to the Commonwealth of Pennsylvania Department of Education, the State Librarian, or the Internal Revenue Service.

21.09. Authorization by Landlord. Landlord represents that it is duly authorized to enter into this Lease and that this Lease is binding on Landlord in accordance with and subject to the terms and conditions set forth herein.

21.10. Authorization by Tenant. Tenant represents that it is duly organized and existing and is duly authorized to enter into this Lease and that this Lease is binding on Tenant in accordance with and subject to the terms and conditions set forth herein.

21.11. Tenant's Tax Status. Tenant represents and warrants that (i) Tenant is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from federal income tax under Section 501(a) of the Code (the "Tax-Exempt Status"), (ii) Tenant is not a "private foundation" as defined in Section 509(a) of the Code, and (iii) Tenant is organized and operated exclusively for religious, educational, benevolent, fraternal, charitable, or reformatory purposes and not for pecuniary profit, and no part of the net earnings of which inures to the benefit of any person, private stockholder, or individual, within the meaning of subsection 3(a)(4) of the Securities Act of 1933, as amended. Tenant has received a letter from the Internal Revenue Service (the "Determination Letter") classifying it as such an organization. Tenant has not received any notice, written or verbal,

from representatives of the Internal Revenue Service to the effect that its Tax-Exempt Status has been modified, limited, revoked or suspended, or that the Internal Revenue Service is considering modifying, limiting, revoking, or suspending Tenant's Tax-Exempt Status, and no administrative or judicial proceedings are pending or threatened that directly or indirectly challenge the Tax-Exempt Status of Tenant. Tenant is in compliance with the terms, conditions and limitations of the Determination Letter and has timely filed, and will continue to timely file, with the Internal Revenue Service all tax and information returns required to be filed in order to maintain its Tax-Exempt Status. There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued the Determination Letter relating to Tenant's Tax-Exempt Status of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke, or suspend such determination.

21.12. Use of Leased Property and Activities of Tenant. Tenant shall use the Leased Property only for lawful purposes of Tenant and only as permitted for an organization described in Section 501(c)(3) of the Code. Tenant shall not carry on or permit to be carried on at the Leased Property any unrelated trade or business as defined in Section 513(a) of the Code in any manner or to any extent which would adversely affect the tax-exemption of interest on any tax-exempt bonds issued by Landlord or any other entity with respect to the Leased Property (collectively, the "Tax-Exempt Bonds"). Tenant will take whatever actions are necessary to continue to be organized and operated in a manner that will preserve and maintain its Tax-Exempt Status and will not perform any acts (or fail to perform any acts) or enter into any agreements which would cause any revocation or adverse modification of such Tax-Exempt Status. Tenant shall not carry on or permit to be carried on at the Leased Property or at any other property financed or refinanced with the proceeds of any Tax-Exempt Bonds any trade or business the conduct of which is not substantially related to the exercise or performance by Tenant of purposes or functions described in Section 501(c)(3) of the Code, and will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such unrelated trade or business, action or circumstances would cause the interest paid by on any Tax-Exempt Bonds to be includable in the gross income of the holders thereof for Federal income tax purposes. Without limiting the foregoing, (a) Tenant will not carry on or permit to be carried on in any facilities financed with the proceeds of any Tax-Exempt Bonds any trade or business or other activity the conduct of which would cause the interest on such Tax-Exempt Bonds to be subject to federal income tax, and (b) no portion of the Leased Property has been or will be leased to, or has been or will be the subject of a possessory interest or license or a special legal entitlement in favor of, any person other than a governmental unit or another organization described in Section 501(c)(3) of the Code (a "501(c)(3) Organization") that does not use the Leased Property in an unrelated trade or business under Section 513(a) of the Code, except for general public use as described in Treas. Reg. Section 1.141-3(c) and incidental use as described in Treas. Reg. Section 1.141-3(d)(5). There have been and will be no management, service or incentive payment contracts with any entity other than such a governmental unit or 501(c)(3) Organization under which such entity provides services involving all, a portion of or any function of the Leased Property, except pursuant to an agreement that meets the requirements of Rev. Proc. 2017-13 or any successor thereto. For the purposes of this paragraph, "governmental unit" does not include the United States of America or any agency or instrumentality thereof. Tenant will not purchase, or permit any related person (as defined in Section 147(a)(2) of the Code) to purchase, any Tax-Exempt Bonds issued with

respect to the Leased Premises under any arrangement, formal or informal, in an amount related to the amount of such Tax-Exempt Bonds issued with respect to the Leased Property.

21.13. Survival. The terms and provisions of Articles 6 and 15 shall survive the termination of this Lease to the extent necessary to effectuate the purpose of such terms and provisions.

21.14. Integration; Relation to Memorandum of Understanding. Landlord and Tenant acknowledge that they previously entered into a Memorandum of Understanding dated June 14, 2012 (the "MOU"). Except to the extent expressly provided in this Lease, the terms of the MOU shall remain unchanged and in full force and effect, subject to review by the parties on each third anniversary of the date thereof as provided in the MOU.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

HAVERFORD TOWNSHIP FREE LIBRARY ASSOCIATION

By:_____
name:
title:

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

By:_____
President of Board of Commissioners

By:_____
Township Manager

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Exhibit A - Description of Land

ALL THAT CERTAIN parcel or tract of land SITUATE in the Township of Haverford, County of Delaware, State of Pennsylvania, as shown on Drawing Number 610-108.01, prepared by the Office of the Township Engineer and being more particularly bounded and described as follows:

BEGINNING at a point, the intersection of the Easterly side of Darby Road and the Northerly side of Mill Road; thence (1) along the Easterly side of Darby Road, North 11 degrees, 16 minutes, 0 seconds West, a distance of 90.88 feet to a point; thence (2) leaving the Easterly side of Darby Road, North 65 degrees, 7 minutes, 0 seconds East, a distance of 96.11 feet to a point; thence (3) North 24 degrees, 53 minutes, 0 seconds West, a distance of 44.16 feet to a point; thence (4) North 65 degrees, 7 minutes, 00 seconds East, a distance of 100 feet to a point; thence (5) South 24 degrees, 53 minutes, 00 seconds East, a distance of 129.13 feet to a point in the aforementioned Northerly side of Mill Road; thence (6) along Northerly side of Mill Road, South 64 degrees, 14 minutes, 00 seconds West, a distance of 217.54 feet to the first mentioned point and place of beginning.

CONTAINING 0.5123 acres of land.

BEING composed partly of the same premises which Luther A. Harr, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Township Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 30th day of September 1937 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, in Deed Book 1047 page 74 granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which William C. Freeman, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Township Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 17th day of March, 1944, and recorded in the Office of the Recorder of Deeds ie., in and for the County of Delaware, in Deed Book 1231 page 554, granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which William C. Freeman, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 17th day of March, 1944, and recorded in the office of the Recorder of Deeds, ie., in and for the County of Delaware, in Deed Book 1232, page 345, granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which Haverford Township Free Library Association, by Indenture bearing date the 25th day of April, 1977, and recorded in the office of the Recorder of Deeds, ie., in and for the County of Delaware, in Deed Book 2631, page 837, granted and conveyed to the Township of Haverford, in fee so long as it is used for public library purposes for the free use and benefit of the inhabitants of the Township of Haverford.

ORDINANCE NO. P2-2021

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 175-99, SCHEDULE XXIV: Sticker Parking Only

Amendment:

Vernon Road	**All times**	**Entire Length**

SECTION 2. That Section 175-95, SCHEDULE XX: Special Purpose Parking Zones

Rescind:

In front of 2946 Berkley Road

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 March, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P3-2021

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 a renewal lease agreement with Hockeytown 19083 LLC, Havertown, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart
President

Attest: _____
David R. Burman
Township Manager/ Secretary

LEASE FOR

RENTAL OF THE SKATIUM PRO SHOP

BETWEEN

TOWNSHIP OF HAVERFORD and **HOCKEYTOWN 19083 LLC**

THIS LEASE is made as of the 1st day of April 2021 between the Township of Haverford (referred to as "Landlord") with its principal place of business located at 1014 Darby Road, Havertown, PA 19083, and Hockeytown 19083, LLC, a Pennsylvania limited liability company with its principal place of business located at 7 Pennsylvania Avenue, Havertown, PA 19083 (collectively referred to as "Tenant"). In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Leased Premises.** The Leased Premises are those described as "The Skatium Pro Shop" located at the Skatium, 1018 Darby Road, Havertown, Pennsylvania 19083.

2. **Term.** The term of this lease shall be for a period of **TWENTY-FOUR (24)** months and shall commence on **April 1, 2021** and end on **March 31, 2023**. ("Lease Term")

3. **Rent.** The monthly rent amount for the leased premises is **SEVEN HUNDRED** Dollars ($700.00) per month to commence on April 1, 2021 thru March 31, 2022 and increase to **SEVEN HUNDRED TWENTY** Dollars ($720.00) per month to commence on April 1, 2022 thru March 31, 2023. There will be a 10% late fee assessed against the tenant if the rent is not delivered to the landlord by the 10th of the month.

4. **Security Deposit.** The Tenant shall not be required to make a security deposit to Landlord.

5. **Occupancy and Use**. The Leased Premises shall be solely occupied by Tenant and used as a pro shop providing skating and hockey equipment and services to the users of The Skatium **AS WELL AS THE GENERAL PUBLIC**. Unless otherwise approved by the Skatium Operations Manager, the pro shop must be open and operational during the following events: (i) all family and/or public skating sessions; and (ii) high school or college hockey games. Tenant shall be permitted to open pro shop at any other time during which the Skatium is open to the public and Skatium personnel are working.

6. **Renewal Notice.** Ninety (90) days prior to the end of this Lease, Landlord will either express its desire to not renew the lease or propose terms for an additional two-year period extension. Should tenant not wish to enter into renewal discussions, a written notification of that fact delivered to the Township Manager is required at least ninety (90) days prior to the end of this Lease.

7. **Repairs.** Tenant must take good care of the Leased premises and of all the equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by, or as a result of, any acts or neglect of Tenant, its invitees, and its guests.

Landlord shall be responsible for any repair to the electrical and heating systems resulting from ordinary wear and tear or old age, and to the roof, the supporting walls, and the foundation, floors and plumbing systems, that are the result of ordinary wear and tear or old age. Landlord will replace and install current flooring in leased area with new carpeting during the first six (6) months of the current term. Landlord will consult with tenant as to style and color of carpeting but will be selected at the sole discretion of the Landlord. Tenant shall be responsible for all other repairs required to the interior of the pro shop.

8. **Alterations.** Tenant must have Landlord's written consent before making any alterations, improvements, or installations to the Leased premises. Landlord's written consent for approval of any alterations, improvements, or installations to the Leased premises shall include written approval from the following entities: (i) the Skatium Operations Manager; (ii) the Haverford Township Manager and/or Assistant Township Manager; and (iii) the Haverford Township Code Enforcement Department. The parties must decide, in writing, whether the alteration, installation, or improvement shall be surrendered as part of the premises at the end of the lease or belong to the Tenant. In absence of such writing it shall be assumed that the alteration, installation, or improvement shall be surrendered as part of the premises when the Lease comes to term.

9. **Maintenance.** The Tenant shall maintain the Leased premises in a clean and sanitary condition at all times. At the end of the term, Tenant shall leave the Leased premises in the condition it was received, with the exception of ordinary wear and tear.

10. **Assignment/Subletting**. Tenant may not assign or sublet the Leased Premises without the written consent of the Landlord.

11. **Utilities.** Tenant is responsible for the payment of all **TELECOMMUNICATIONS SERVICES**. Utilities including gas, electric, and water **ARE INCLUDED IN THE MONTHLY RENT PAYMENT.**

12. **Real Estate Taxes.** All property taxes assessed or imposed upon the Leased premises and/or the building of which the Leased premises is a part, during the term of this lease, shall be the responsibility of the Landlord. To the extent the renovations of the leased premises trigger any increase in assessment value of the Property and the imposition of any additional taxes based thereon, it is expressly understood that Tenant shall be solely responsible for such increase real estate taxes.

13. **Landlord's right to re-enter.** The Landlord may, at reasonable times, enter the Leased Premises to inspect it, or make repairs or alterations, and to show to potential buyers, lenders, or tenants. However, the Landlord must get approval from the Tenant to enter the premises if such entry would interfere with the Tenant's use of the Leased Premises.

14. **Pets**. Tenant may not keep or bring pets into the Leased Premises. This restriction does not apply to service pets accompanying disabled customer/business invitee of the Tenant.

15. **Laws and Regulations.** Tenant must comply with all laws, regulations, ordinances that are effective during the term of the lease, pertaining to the use of the Leased premises. All violations on the Leased Premises pre-dating this agreement shall be the sole responsibility of the Landlord. If the Tenant's activities increase the Landlord's insurance premium, Landlord must give notice of such an increase in writing to the Tenant, and Tenant shall in five (5) days, either cease such activities or pay the Landlord for the increase.

16. **Default/Abandonment.**

    a. If the Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written right to cure such default. If the Tenant fails to cure such default within sixty (60) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises, and remove the Tenant, all other occupants, and their possessions.
    b. If Tenant abandons or vacates the Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at its option, relet the Premises. Landlord shall have a duty to mitigate its damages. If the Landlord is unable to relet the Leased Premises for as much rent as would have been paid by the Tenant, during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after the abandonment without liability and apply the proceeds to reduce such difference.

17. **Liability of Landlord and Tenant.** The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees, and licensees. Landlord and its insurance carriers expressly reserve the right to subrogate against Tenant and its agents, employees, contractors, subcontractors, invitees and licensees for any and all acts or neglect.

18. **Insurance and Indemnity.** Tenant shall carry, during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death; and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than $1,000,000 per occurrence, and fire insurance in an amount not less than $500,000 for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises or the occupancy or use by Tenant for the Leased premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

19. **Notices.** All notices, rent payments, request, and other communications under this Lease shall be in writing and shall be sent by first class mail, hand delivery, or as required by law, addressed as follows:

If intended for Landlord:
David Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

If intended for Tenant:
Hockeytown 19083 LLC
7 Pennsylvania Avenue
Havertown, PA 19083

20. **Modification.** This Lease may be modified by a written agreement signed by all parties.

21. **Counterparts**. This Lease may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

22. **Whole Agreement**. All understandings and agreements heretofore had between the parties hereto, whether oral or written, are merged into this Lease, which alone fully and completely expresses their agreement.

23. **Severability.** If any provision of this Lease shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

24. **Governing Law.** This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the Court of Common Pleas of the County of Delaware, Pennsylvania.

IN WITNES WHEREOF, and intending to be legally bound hereby, the parties hereto have executed the Lease on the day and year first above written.

For Landlord, Haverford Township:

_____
David R. Burman
Township Manager/Secretary

_____
Gerard T. Hart, President
Board of Commissioners

For Tenant, Hockeytown 19083, LLC:

_____
Jack Beck

ORDINANCE NO. P4-2021

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 175-97, Schedule XXII: Off-Highway Metered Parking Areas.

Establish: Former Township Building 2325 Darby 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 March, 2021.

TOWNSHIP OF HAVERFORD

_____

BY: Gerard T. Hart
President
Board of Commissioners

_____

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION 2213-2021

pennsylvania DEPARTMENT OF TRANSPORTATION MS-339 (Rev 10/12)	**APPLICATION FOR COUNTY AID**	**PROJECT NUMBER:**

SECTION 1: To be completed by Municipality. Upon completion submit to the County.

THEREFORE BE IT RESOLVED, that we, the Officials of HAVERFORD TOWNSHIP (MUNICIPALITY (NAME)), DELAWARE County, Pennsylvania, in Regular Session, do hereby make application to the County for an allocation of County Liquid Fuels Tax Funds.

PROJECT DESCRIPTION:
2021 ROAD PROGRAM

TOTAL ESTIMATED PROJECT COST: $ 1,250,000.00

ALLOCATION REQUESTED: $ 66,960.00

It is certified by the Municipality and the officers who execute this application that all materials used and work done hereunder shall conform to the current Pennsylvania Department of Transportation Specifications and that all work will be done within the legal right of way or with permission of the abutting property owners.

DULY ADOPTED ON (Date): 02/08/2021

ATTEST: (Seal)

Signature of Municipal Officials

SIGNATURE - SECRETARY/CITY CLERK

1014 DARBY RD, HAVERTOWN, PA 19083
ADDRESS

SECTION 2: To be completed by County Officials. Upon completion, submit to the PA Department of Transportation.

WHEREAS, the County Officials of _____ County, having been presented with the foregoing application for the expenditure of County Liquid Fuels Tax Funds for improvements as indicated above.

THEREFORE BE IT RESOLVED, that we, the said Officials, in Regular Session, agree on behalf of said County to contribute the amount listed below from the County Liquid Fuels Tax Funds toward the above specified project provided that all work done shall conform to the current Pennsylvania Department of Transporation Specifications.

LET IT ALSO BE RESOLVED that we do hereby make application to the Pennsylvania Department of Transportation for an Encumbrance of Liquid Fuels Tax Funds for the amount below if not distributed to the Municipality named above by the end of this calendar year.

DULY ADOPTED ON (Date): _____

ALLOCATION APPROVED: $

ATTEST: (Seal)

Signature of County Officials

SIGNATURE - COUNTY CLERK

ADDRESS

SECTION 3: To be completed by the Pennsylvania Department of Transportation.

APPROVED: _____ **DATE:** _____

MUNICIPAL SERVICES REPRESENTATIVE

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION -- LAW

RE: Appeal of Haverford School District,	:	
From the Decision of the Board of Assessment	:	
Appeals of Delaware County in Connection	:	**NO. CV-2020-009273**
With Premises Situated at 245 West Chester Pike:		
Property of Public Storage Midatlantic	:	
Relating to the 2021 Real Estate Assessment	:	
and all Subsequent Assessments During the	:	
Pendency of the Appeal	:	

FOLIO NO: 22020067601

ORDER

AND NOW, this day of , 2021, in confirmation of the attached Stipulation, it is hereby ORDERED and DECREED that the final total assessment applicable to the premises comprising the subject matter of the above-captioned appeal shall be fixed for tax year 2021 at an assessment of $4,405,514.00.

It is further ORDERED and DECREED that upon the filing of this Order, the property owner and/or taxing authorities shall pay any additional sums and/or any refunds resulting from the assessment fixed by this Order.

It is further ORDERED and DECREED that upon compliance with the direction of the Court fixing the assessment on the subject property that this 2020 tax assessment appeal shall be marked Settled, Discontinued and Ended.

BY THE COURT:

_____
J.

HOLSTEN & ASSOCIATES
BY: Scott C. Gottel, Esquire
Attorney ID: 82031
One S. Olive Street
Media, PA 19063
(610) 627-2431
Attorney for Haverford School District

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION -- LAW

RE: Appeal of Haverford School District,	:	
From the Decision of the Board of Assessment	:	
Appeals of Delaware County in Connection	:	**NO. CV-2020-009273**
With Premises Situated at 245 West Chester Pike:		
Property of Public Storage Midatlantic	:	
Relating to the 2021 Real Estate Assessment	:	
and all Subsequent Assessments During the	:	
Pendency of the Appeal	:	

FOLIO NO: 22020067601

STIPULATION OF COUNSEL

It is hereby STIPULATED and AGREED by and between the representative for the owner, for County of Delaware, Haverford School District, Haverford Township and the Delaware County Board of Assessment, pursuant to this appeal, an ORDER shall be entered by the Court of Common Pleas of Delaware County, disposing of this appeal as follows:

(1) That a prior stipulation to set the assessment at $4,405,514.00 was submitted to the Board of Assessment in this matter but not entered in the final determination of value for the property;

(2) That the Board of Assessment Appeals of Delaware County shall fix the assessment under the above-captioned case for Folio Number 22020067601 located and known as 245 West Chester Pike, at an assessed value for tax year 2021 of $4,405,514.00;

(2) That following the entry of the Order agreed to by representatives for the respective taxing authorities and owners, any additional sums or refunds due for payment of taxes resulting from the Order shall be paid by the taxing authorities and/or owners based upon the assessment fixed or the premises by the Board of Assessment; and

(3) That upon compliance with the direction of the Court fixing the assessment on the property as indicated by this Stipulation, this appeal shall be marked Settled, Discontinued and Ended.

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

01/05/2021
Date

James Weber
Vice President, Property Tax
Public Storage
Property Owner

Date

Joan R., Esquire
Counsel for Delaware County Board of Assessment

01/14/21
Date

Scott Gottel

Scott C. Gottel, Esquire
Special Solicitor for Haverford School District

Date

James J. Byrne, Jr., Esquire
Solicitor for Haverford Township

Date

William F. Martin, Esquire
Solicitor for the County of Delaware

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION -- LAW

RE: Appeal of Haverford School District,	:	
From the Decision of the Board of Assessment	:	
Appeals of Delaware County in Connection	:	**NO. 2020-009358**
With Premises Situated at 116 Township Line	:	
Property of The Quarry Center LP	:	
Road Relating to the 2021 Real Estate	:	
Assessment and all Subsequent Assessments	:	
During the Pendency of the Appeal	:	

FOLIO NO: 22090237600

ORDER

AND NOW, this day of , 2021, in confirmation of the attached Stipulation, it is hereby ORDERED and DECREED that the final total assessment applicable to the premises comprising the subject matter of the above-captioned appeal shall be fixed for tax year 2021 at an assessment of thirty-five million, eight hundred thousand dollars ($35,800,000.00).

It is further ORDERED and DECREED that upon the filing of this Order, the property owner and/or taxing authorities shall pay any additional sums and/or any refunds resulting from the assessment fixed by this Order.

It is further ORDERED and DECREED that upon compliance with the direction of the Court fixing the assessment on the subject property that this 2020 tax assessment appeal shall be marked Settled, Discontinued and Ended.

BY THE COURT:

_____
J.

HOLSTEN & ASSOCIATES
BY: Scott C. Gottel, Esquire
Attorney ID: 82031
One S. Olive Street
Media, PA 19063
(610) 627-2431
Attorney for Haverford School District

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION -- LAW

RE: Appeal of Haverford School District,	:	
From the Decision of the Board of Assessment	:	
Appeals of Delaware County in Connection	:	**NO. 2020-009358**
With Premises Situated at 116 Township Line	:	
Property of The Quarry Center LP	:	
Road Relating to the 2021 Real Estate	:	
Assessment and all Subsequent Assessments	:	
During the Pendency of the Appeal	:	

FOLIO NO: 22090237600

STIPULATION OF COUNSEL

It is hereby STIPULATED and AGREED by and between the counsel for property owner, County of Delaware, Haverford School District, Haverford Township and the Delaware County Board of Assessment, pursuant to this appeal, an ORDER shall be entered by the Court of Common Pleas of Delaware County, disposing of this appeal as follows:

(1) That the Board of Assessment Appeals of Delaware County shall fix the assessment under the above-captioned case for Folio Number 22090237600 located and known as the Quarry Center shopping center and located at 116 Township Line Road, at an assessed value for tax year 2021 of thirty-five million eight hundred thousand dollars ($35,800,000.00);

(2) That following the entry of the Order agreed to by representatives for the respective taxing authorities and owners, any additional sums or refunds due for payment of

taxes resulting from the Order shall be paid by the taxing authorities and/or owners based upon the assessment fixed or the premises by the Board of Assessment; and

(3) That upon compliance with the direction of the Court fixing the assessment on the property as indicated by this Stipulation, this appeal shall be marked Settled, Discontinued and Ended.

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

1/13/21
Date

Glen-David Schwarzschild, Esquire
Counsel for Property Owner

Date

Joan R., Esquire
Counsel for Delaware County Board of Assessment

1/14/21
Date

Scott Gottel

Scott C. Gottel, Esquire
Special Solicitor for Haverford School District

Date

James J. Byrne, Jr., Esquire
Solicitor for Haverford Township

Date

William F. Martin, Esquire
Solicitor for the County of Delaware

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF CAROLE LANDIS & LESTER R. GARNAS, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 243 VALLEY RIDGE ROAD, HAVERFORD TOWNSHIP, PA RELATING TO 2014 INTERIM REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	**: NO. 2014-11378**
Appellant/Taxpayer/Petitioner	**: FOLIO NO. 22-04-00696-66**

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF CAROLE LANDIS & LESTER R. GARNAS, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 243 VALLEY RIDGE ROAD, HAVERFORD TOWNSHIP, PA RELATING TO 2016 ANNUAL REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	**: NO. 2014-11380** *(Consolidated under 2014-11378)*
Appellant/Taxpayer/Petitioner	**: FOLIO NO. 22-04-00696-66**

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF JOSEPH C. SWIFT AND CATHY M. SWIFT, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 117 GREEN LANE, HAVERFORD TOWNSHIP, PA RELATING TO 2016 INTERIM REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	**: NO. 2016-3146** *(Consolidated under 2014-11378)*
Appellant/Taxpayer/Petitioner	**: FOLIO NO. 22-04-00451-53**

ORDER

AND NOW, this day of , 2020, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted, adopted, and incorporated herein, as terms and conditions of a binding COURT ORDER.

It is further ORDERED and DECREED that upon the filing of this Order, the property owner and/or taxing authorities shall pay any additional sums and/or any refunds resulting from the assessment fixed by this Order within sixty (60) days. No interest on any refunds shall be owed.

It is further ORDERED and DECREED that the resolution of this appeal pertains to tax years identified in the approved Stipulation and that this appeal resolves all issues of dispute; however this Order does not preclude the filing of any new appeal to the Board of Assessment within appropriate deadlines for tax year 2021 pursuant to the process outlined by the Board of Assessment and the Court for presenting appeals to the Board of Assessment. Any appeal of the Countywide reassessment is not a continuation of this docketed litigation.

It is further ORDERED and DECREED that upon compliance with the direction of the Court fixing the assessment on the subject property that this assessment appeal shall be marked Settled, Discontinued and Ended.

BY THE COURT:

_____

J.

SCOTT C. GOTTEL, ESQUIRE
ATTORNEY I.D. NO.: 82031
HOLSTEN & ASSOCIATES
One Olive Street
Media, PA 19063
(610) 627-2431

Attorney for the School District of Haverford Township and Haverford Township

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF CAROLE LANDIS & LESTER R. GARNAS, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 243 VALLEY RIDGE ROAD, HAVERFORD TOWNSHIP, PA RELATING TO 2014 INTERIM REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	: NO. 2014-11378
Appellant/Taxpayer/Petitioner	: FOLIO NO. 22-04-00696-66

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF CAROLE LANDIS & LESTER R. GARNAS, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 243 VALLEY RIDGE ROAD, HAVERFORD TOWNSHIP, PA RELATING TO 2015 ANNUAL REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	: NO. 2014-11380 : *(Consolidated under 2014-11378)*
Appellant/Taxpayer/Petitioner	: FOLIO NO. 22-04-00696-66

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY PENNSYLVANIA
CIVIL ACTION-LAW

RE: APPEAL OF JOSEPH C. SWIFT AND CATHY M. SWIFT, OWNER, FROM THE DECISION OF THE BOARD OF ASSESSMENT APPEALS OF DELAWARE COUNTY IN CONNECTION WITH PREMISES SITUATED 117 GREEN LANE, HAVERFORD TOWNSHIP, PA RELATING TO 2016 INTERIM REAL ESTATE ASSESSMENT AND ALL SUBSEQUENT ASSESSMENTS DURING THE PENDENCY OF THE APPEAL	**: NO. 2016-3146**
	: (Consolidated under 2014-11378)
Appellant/Taxpayer/Petitioner	**: FOLIO NO. 22-04-00451-53**

STIPULATION OF COUNSEL

In these consolidated matters, it is hereby STIPULATED and AGREED by and between Counsel for the Taxpayers, Counsel for County of Delaware, Counsel for School District of Haverford Township, and Counsel for Haverford Township, that an ORDER shall be entered by the Court of Common Pleas of Delaware County, based upon the stipulations of each Party as follows:

(1) That the Board of Assessment Appeals of Delaware County shall fix the assessment for the property located at 243 Valley Ridge Road, Haverford Township under folio 22-04-00696-66 at an assessed value of $725,000 beginning October 1, 2014 Interim through tax year 2020.

(2) Said Assessment of $725,000.00 for parcel 22-04-00696-66 is understood to reflect the following fair market values based upon the prevailing Common Level Ratios for the applicable interim periods and tax years:

a. Oct. 1, 2014 at 74%: $979,730

b. 2015 at 67.8%: $1,069,322

c. 2016 at 67.8%: $1,069,322

d. 2017 at 65%: $1,115,385

e. 2018 at 61.1%: $1,186,579

f. 2019 at 58.1%: $1,247,849

g. 2020 at 56.4%: $1,285,461

(3) That the Board of Assessment Appeals of Delaware County shall fix the assessment for the property located at 117 Green Lane under Folio Number 22-04-00451-53 at an assessed value of $750,000 for tax years 2016 through 2020.

(4) Said Assessment of $750,000 for parcel 22-04-00451-53 is understood to reflect the following fair market values based upon the prevailing Common Level Ratios for the applicable tax years:

a. 2016 at 67.8%: $1,106,195

b. 2017 at 65%: $1,153,846

c. 2018 at 61.1%: $1,227,496

d. 2019 at 58.1%: $1,290,878

e. 2020 at 56.4%: $1,329,787

(5) That based on the assessments established by this Stipulation to Settle, the taxing authorities (County, Township and School District) may have received overpayments of real estate taxes for each of the Subject Properties at issue in these appeals.

(6) Any such overpayment of real estate taxes shall be refunded within sixty (60) days of a signed Court Order in these matters and mailed to KAO Law Associates, 17 E. Front St. Media, PA 19063.

(7) That no interest shall be due for any refund on any tax overpayment.

(8) The parties acknowledge that the Countywide reassessment for Delaware County is still being completed at the time of the resolution of this matter. The parties agree that this stipulation does not preclude the filing of any new appeal to the Board of Assessment within appropriate deadlines for tax year 2021 pursuant to the process outlined by the Board of Assessment and the Court for presenting appeals to the Board of Assessment. Any appeal of the Countywide reassessment is not a continuation of this docketed litigation.

(9) That upon compliance with the direction of the Court fixing the assessment on the property as indicated by this Stipulation, this appeal shall be marked Settled, Discontinued and Ended.

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

- SIGNATURE PAGE FOLLOWS -

1/5/21
Date

Joseph O'Brien, Esquire / Christopher Peifer, Esquire
Counsel for Property Owners

Date

Scott C. Gottel, Esquire
Counsel for School District of Haverford Township

Date

Scott C. Gottel, Esquire
Counsel for Haverford Township

Date

Joseph M. Toddy, Esquire / Samuel B. Weinstock, Esquire
Counsel for the County of Delaware

FIRE FACILITIES INC
Specialized Training Products
314 Wilburn Road * Sun Prairie, WI 53590
Phone: 800-929-3726 * Fax: 866-639-7012

INVOICE

Number:		231287
Order Date	Ship Date	Terms
11/05/20	**12/21/20**	**Net 30 Days**
E-mail: LHOWARD@HAVPD.ORG		
Project Code:		

Sold To #: 46995
Haverford Township
LAWRENCE HOWARD
1010 Darby Road
Havertown, PA 19083

Ship To:
HAVERFORD TOWNSHIP TRAINING TOWER
LAWRENCE HOWARD
50 HILLTOP ROAD
HAVERTOWN, PA 19083

Ship Via	SalesPerson	Ship to Contact	Ship to Phone	Customer Ph.	Customer Fax:	PO#
Truck Load	**David Tusio**	**LAWRENCE HOWARD**	**610/853-1298**	**(610)853-1298**	**(484)454-4145**	

Item No.	Description	Quantity	Unit	Unit Price	Total Price
WESTEC-277	Westec,Metal, Job Location: HAVERTOWN, PA Model: Metal	1	EA	48,215.00	48,215.00
FRT	Freight	1	EA	3,144.00	3,144.00

Bill To: Haverford Township
LAWRENCE HOWARD
1010 Darby Road
Havertown, PA 19083

Subtotal:	51,359.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Deposits Applied :	0.00
Total:	51,359.00

Invoice

Berriochoa Construction Inc.
741 Selden St
Columbus, WI 53925 US
berriochoa1@outlook.com

BILL TO
officer Lawrence Howard
Haverford Township Bureau of fire
1010 Darby Road
Havertown, PA 19083

SHIP TO
officer Lawrence Howard
Haverford Township Bureau of fire
1010 Darby Road
Havertown, PA 19083

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
CM 244	12/08/2020	$34,000.00	12/08/2020	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/08/2020	**Labor**	Installation of materials reference proposal number #5136	1	34,000.00	34,000.00

BALANCE DUE **$34,000.00**

HAVERFORD TOWNSHIP POLICE DEPT.
Memorandum

DATE: January 25, 2021

TO: Dave Burman

FROM: John Viola

SUBJECT: Audio/Visual upgrades

Request for approval: See attached quotes from Applied Video Technology 2218 Kimberton Road Kimberton, PA 19442.

Installation of video monitoring/recording equipment in prisoner interview room and Detectives interview room.
COSTARS # 034-027 in amount of $27,739.00

Technology upgrades in the police training room/EOC, adding speaker system, microphone, networking equipment, in the amount of $13,548.00

Funding is coming from the Police Departments Federal Confiscation funds.

AVT

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ23139-01	12/11/20
Account Manager	
Mike Coxe	

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298;1260
Email rmaclary@havtwp.org
Fax

Qty	Manufacturer	Description	Unit Price	Ext. Price
		Police Interrogation Rooms Audio Visual System		
		INTERROGATION ROOM A		
1	Marshall	CV420-30X-IP	Fixed Camera	$1,374.00	$1,374.00
1	Marshall	CVM-15	Wall-Mount Plate for Fixed Camera	$12.00	$12.00
1	Marshall	CVM-7	7-inch Wall-Mounted Locking Arm for Fixed Camera	$29.00	$29.00
1	Kramer	CP-AOCH/60-131	Active Optical HDMI Cable	$366.00	$366.00
1	Audix	M3W	Tri-element hanging Mic, white	$937.00	$937.00
1	Extron	TLP Pro 525M	5" Wall-Mounted Touch Panel (Black)	$914.00	$914.00
		INTERROGATION ROOM B		
1	Marshall	CV420-30X-IP	Fixed Camera	$1,374.00	$1,374.00
1	Marshall	CVM-15	Wall-Mount Plate for Fixed Camera	$12.00	$12.00
1	Marshall	CVM-7	7-inch Wall-Mounted Locking Arm for Fixed Camera	$29.00	$29.00
1	Kramer	CP-AOCH/60-131	Active Optical HDMI Cable	$366.00	$366.00
1	Audix	M3W	Tri-element hanging Mic, white	$937.00	$937.00
1	Extron	TLP Pro 525M	5" Wall-Mounted Touch Panel (Black)	$914.00	$914.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
			HEAD-END		
1	CFE	RACK	EQUIPMENT RACK - CUSTOMER FURNISHED HARDWARE	$0.00	$0.00
2	Extron	60-1324-01	SMP 351 Standard Version, 80GB Internal SSD, USB Recording	$2,753.00	$5,506.00
1	Extron	60-1911-01	IPCP Pro 250 xi IP Link Pro Control Processor	$684.00	$684.00
2	Extron	60-190-01	RSU 129 Rack-Shelf for Control Processor & DSP's	$81.00	$162.00
2	Extron	60-1054-01	DMP 64 6x4 ProDSP Processor	$920.00	$1,840.00
1	Marshall	M-LYNX-702-V3	Dual 7"Rack-Mount HDMI Confidence Monitor	$659.00	$659.00
1	Marshall	AR-AM4-BG-2	4-Input Rack-Mount Audio Monitor	$448.00	$448.00
1	Luxul	AMS-1208P	PoE+ Switch	$325.00	$325.00
1	Middle Atlantic	PD-915R	Rack-Mount Power Distribution	$99.00	$99.00
			AVT TECHNICAL SERVICES		
1	AVT	MIP	All Required System Cabling, Connectors and Miscellaneous Hardware	$1,765.00	$1,765.00
1	AVT	INSTALL	All Required Technical Services	$8,987.00	$8,987.00
1	AVT	FREIGHT	Shipping and Freight for All Above Hardware	$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.

SubTotal	$27,739.00
Sales Tax	$0.00
Total	**$27,739.00**

Quoted By: Mike Coxe	Quote Date		Credit Card No.	
	12/11/2020			
Accepted By:	Date	Purchase Order No.	Exp Date	3-digit C.V.V.
			/	

AVT

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ21510-03	12/11/20
Account Manager	
Mike Coxe	

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298
Email rmaclary@havtwp.org
Fax

Qty	Manufacturer		Description	Unit Price	Ext. Price
			Police Training Rooms **Audio Visual System**		
			DISPLAYS		
2	CFE	MONITOR	WALL-MOUNTED 55" MONITOR - CUSTOMER FURNISHED EQUIPMENT	$0.00	$0.00
			AV INFRASTRUCTURE		
1	Extron	DTP Crosspoint 82 4K	Matrix Switcher	$4,604.00	$4,604.00
2	Extron	DTP T HWP 4K 231 D	HDMI over CAT Transmitter Wall Plate (Color TBD)	$345.00	$690.00
2	Extron	DTP HDMI 4K 230 Rx	HDMI over CAT Receiver	$276.00	$552.00
2	CFE	CABLE STB	CABLE SET TOP BOX - CUSTOMER FURNISHED EQUIPMENT	$0.00	$0.00
			AUDIO		
1	Extron	XPA U 1002-70V	Amplifier	$518.00	$518.00
4	JBL	CONTROL 24CT	Ceiling Speaker	$102.00	$408.00
			CONTROL & NETWORKING		
2	Extron	NBP 100	Network Button Panel Controller	$432.00	$864.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
1	Extron	IPCP Pro 250 xi	Control Processor	$684.00	$684.00
1	Extron	RSU 126	Rack-Kit for Control Processor	$81.00	$81.00
1	Luxul	AMS-1208P	PoE+ Switch	$325.00	$325.00
			FURNITURE		
1	Middle Atlantic	DWR-12-22PD	Wall-Mount Equipment Rack with Locking Front Door	$611.00	$611.00
1	Middle Atlantic	PD-915R	Rack-Mount Power Distribution	$99.00	$99.00
			AVT TECHNICAL SERVICES		
1	AVT	MIP	All Required System Cabling, Connectors and Miscellaneous Hardware	$625.00	$625.00
1	AVT	INSTALL	All Required Technical Services	$3,487.00	$3,487.00
1	AVT	FREIGHT	Shipping and Freight for All Above Hardware	$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.

SubTotal	$13,548.00
Sales Tax	$0.00
Total	**$13,548.00**

Quoted By: Mike Coxe

Quote Date: 12/11/2020

Credit Card No.

Accepted By:

Date

Purchase Order No.

Exp Date

3-digit C.V.V.

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 POLICE DEPT.
Memorandum

DATE: January 27, 2021

TO: Dave Burman

FROM: Chief John Viola

SUBJECT: 2021 VEHICLE PURCHASE

Request that Hondru Ford 300 South Main Street Manheim PA 17545. Pennsylvania COSTARS Contract 13-003 be awarded the contract for:

One (1) 2021 Ford Police Interceptor Utility AWD with Hybrid Engine

Total purchase price: $ 38,800.00

Quotes on file

AGENDA

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

February 8, 2021
Monday, 7:00 p.m.
Township of Haverford

1. **Opening of Meeting**

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

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

3. **Presentations:**

Haverford Township Adult School

Marcia Wiker, President and Stefanie Ainge Hahn, Vice President

Brian Barrett - Parks & Recreation – township fields/lights

4. **Police Department** — **Reappoint Chief of Police/Emergency Management Coordinator John Viola**

Motion: to reappoint Chief of Police/Emergency Management Coordinator John Viola to a two-year contract effective January 14, 2021 and ending on January 13, 2023.

Voting order 1 2 3 4 5 6 9 7 8

5. **Civil Service Commission** — **Lieutenant Promotion**

Motion: to promote Sergeant _____ to the position of Lieutenant.

Voting order 1 2 3 4 5 6 9 7 8

6. Township Auditor Update

7. David R. Burman – Township Manager Update

8. Approval of Minutes Reorganization Meeting of January 4, 2021
Regular Meeting Minutes of January 11, 2021

Motion: to adopt the Reorganization Meeting Minutes of January 4, 2021 and the Regular Meeting Minutes of January 11, 2021.

Voting order 1 2 3 4 5 6 9 7 8

9. Approval of Warrants

Motion: to approve the following warrant #2-2021 totaling $3,243,430.50

General & Sewer fund Payroll for January 21, 2021 in the amount of $787,838.08
General & Sewer fund Payroll for February 4, 2021 in the amount of $655,543.08
General Fund disbursements #2-2021 in the amount of $1,494,401.11
Sewer Fund disbursements #2-2021 in the amount of $28,104.49
Community Development Block Grant Fund disbursement #2-2021 in the amount of $68,684.10
Capital Projects Fund disbursement #2-2021 in the amount of $193,562.17
ACH – PA Office of Unemployment Benefits in the amount of $3,221.38
Credit Card Statement ending January 27,2021 in the amount of $12,076.09

Voting order 1 2 3 4 5 6 9 7 8

10. Settlements and Stipulations of Counsel

Motion: to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 245 West Chester Pike (D.C. Folio #22-02-00676-01) pending in the Court of Common Pleas of Delaware County, No. 2020-009273; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 116 Township Line Road (D.C. Folio #22-09-0376-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009358; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of Carole Landis & Lester R. Garnas' tax assessment appeal for property located at 243 Valley Ridge Drive (D.C. Folio #22-04-00696-66) pending in the Court of Common Pleas of Delaware County, No. 2014-11380 AND in the matter of Joseph Swift & Cathy Swift's tax assessment appeal for property located at 117 Green Lane (D.C. Folio #22-04-00451-53). Both cases consolidated as No. 2014-11378; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

11. Ordinance No. P1-2021 Lease – Haverford Township Free Library (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P2-2021 Traffic (1st Reading)

Motion: to adopt the 1st Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

Amendment: Sticker Parking Only

Vernon Road All times Entire Length

Rescind: Special Purposes Parking Zones

In front of 2946 Berkley Road

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P3-2021 **Skatium – Renewal/ProShop Lease (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P4-2021 **Traffic (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2213-2021 **2021 Liquid Fuels Funding**

Motion: to adopt Resolution No. 2213-2021 authorizing the filing of an application with the County of Delaware for allocation of the County Liquid Fuels Tax Funds, in the amount of $66,960.00.

Voting order 1 2 3 4 5 6 9 7 8

16. Authorization

Former Brookline School

Motion: to authorize the Township Manager and Township Engineer to take necessary steps to solicit bids for the demotion of the former Brookline School.

Voting order 1 2 3 4 5 6 9 7 8

Parks and Recreation

Motion: to authorize temporary lighting at Karakung Field for Havertown Little League; subject to BID requirements.

Voting order 1 2 3 4 5 6 9 7 8

17. Contract/Purchases

Bureau of Fire

Motion: to approve purchase of fire-resistant materials for extensive renovations being performed at the fire training tower from Fire Facilities, Inc, Sun Prairie, WI in the amount of $51,359.00

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve installation services pertaining to extensive renovations being performed at the fire training tower from Berriochoa Construction, Inc, Columbus, WI in the amount of $34,000.00.

Voting order 1 2 3 4 5 6 9 7 8

Police Department

Audio/Visual Equipment

Motion: to approve Applied Video Technology, 2218 Kimberton Road, Kimberton, PA, to install video/audio recording and monitoring equipment in two Police Interrogation rooms, under Co-Stars Contract #: 034-027, in the amount of $27,739.00 and

Install networking and speaker/amplifier in Police Training Room/Emergency Operations Center, under Co-Stars Contract #: 034-027, in the amount of $13,548.00.

Funding for both projects is from Federal confiscation funds.

Voting order 1 2 3 4 5 6 9 7 8

Vehicle Purchase

Motion: to authorize the purchase of One (1) 2021 Ford Police Interceptor Utility AWD with Hybrid Engine, from Hondru Ford, 300 South Main Street, Manheim PA, under PA Co-Stars Contract 13-003 in the amount of $38,800.00. Quotes on file.

Voting order 1 2 3 4 5 6 9 7 8

18. Appointments

Civil Service Solicitor

Motion: to appoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Historical Commission

Motion: to accept the recommendation of Jack Garrett to fill an unexpired four-year term as the Planning Commission Representative on the Historical Commission to expire December 31, 2022.

Voting order 1 2 3 4 5 6 9 7 8

Senior Citizens Advisory Board

Ward 1 _____

Ward 3 _____

Ward 7 _____

Vacancy Committee

Motion: to appoint _____ to serve on the Vacancy Committee for a one-year term to expire December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Solar Ad Hoc Committee

Motion: to appoint _____ to serve on the Solar Ad Hoc Committee for an indefinite period of time.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ to serve on the Solar Ad Hoc Committee for an indefinite period of time.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ to serve on the Solar Ad Hoc Committee for an indefinite period of time.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ to serve on the Solar Ad Hoc Committee for an indefinite period of time.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ to serve on the Solar Ad Hoc Committee for an indefinite period of time.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

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

20. New business

21. Other business

22. Adjourn

MINUTES

REORGANIZATION MEETING
Board of Commissioners
Township of Haverford

JANUARY 4, 2021
MONDAY– 7:30 p.m.
Commissioners Meeting Room

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

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

      Also present: In person, David R. Burman, Township Manager, VIA ZOOM – Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Deputy Paramedic Chief Victor Berg, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Parks and Recreation Director and Kelly Kirk, Zoning Hearing Officer.

   b. **Pledge of Allegiance**

   Moment of Silence for Oakmont Volunteer Firefighter Nick Sava

2. **Nominations – President of the Board of Commissioners**

   Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to nominate Commissioner Hart to serve as President of the Board of Commissioners.

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

   Roll Called.

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

3. **Nominations – Vice President of the Board of Commissioners**

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

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

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

Roll Called.

5 Commissioners Voted for Commissioner Quinn: Commissioners D'Emilio, Oliva, Lewis, Quinn and Hart.

4 Commissioners Voted for Commissioner Siegel: Commissioners McCloskey, Siegel, Holmes and Wechsler.

4. <u>Appointments – Administrative</u>

<u>Township Solicitor</u>

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reappoint McNichol Byrne and Matlawski to serve as Township Solicitor for a one-year term to expire December 31, 2021.

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Sean Kilkenny Law to serve as Township Solicitor.

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

Commissioner Siegel submitted a letter of recusal.

Roll Called.

6 Commissioners voted for Jim Byrne: Commissioners D'Emilio, Oliva, Lewis, Holmes, Quinn and Wechsler.

2 Commissioners voted for Sean Kilkenny: Commissioners McCloskey and Hart.

Civil Service Solicitor

Motion: to appoint/reappoint _____ to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to TABLE.

Roll Called.

All Commissioners agreed to TABLE by aye vote.

Township Engineer

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2021.

Roll Called.

All Commissioners agreed by aye vote.

5. Resolution No. 2201 - 2021 Appointments – Boards and Commissions

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to adopt Resolution No. 2201 - 2021 appointing the following Boards and Commissions.

Roll Called.

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

Cable TV Advisory Board

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint David Fabry to serve on the Cable TV Advisory Board to expire December 31, 2022.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Robert Sullivan to fill an unexpired 4-year term on the Cable TV Advisory Board to expire December 31, 2022.

Roll Called.

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

Environmental Advisory Council – 2-year term

Ward 1	**TABLED**
Ward 2	**TABLED**
Ward 3	**Megan Schuster-Goold**
Ward 4	**Melissa Romano**
Ward 5	**Victor Barsky**
Ward 6	**Robert Graff**
Ward 7	**Henry Eichman**
Ward 8	**Peter Puglionese**
Ward 9	**Hank Schwab**

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, 2021.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to appoint Rachelle Nocito to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

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

Roll Called.

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Lewis to appoint Stephen Pierce to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

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

Roll Called.

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

Discussion began regarding increasing the number of appointees.

Health Advisory Board – 5 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Amanda Jones to serve on the Health Advisory Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Dr. Alan Adler.

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

Roll Called.

5 Commissioners voted for Ms. Jones: Commissioners Mcloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Dr. Adler: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Historical Commission - 4 Year term

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to reappoint Suzanna Barucco to serve on the Historical Commission for a four-year term to expire on December 31, 2024.

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

Roll Called.

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

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Tim Lucci to serve on the Historical Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to appoint Michael Harris.

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

Roll Called.

7 Commissioners voted for Tim Lucci: Commissioners D'Emilio, Oliva, McCloskey, Lewis, Wechsler, Quinn and Hart.

2 Commissioners voted for Michael Harris: Commissioners Siegel and Holmes.

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

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to appoint Jennifer Kegerise to serve on the Human Relations Commission for a three-year term to expire December 31, 2023.

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

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

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to appoint Christine Tassoni to serve on the Human Relations Commission for a three-year term to expire December 31, 2023.

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

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

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to reappoint Rich Caroto to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner McCloskey and seconded by Commissioner Holmes to appoint Jaime Jilozian.

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

5 Commissioners voted for Rich Caroto: Commissioners D'Emilio, Oliva, Lewis, Wechsler and Quinn.

4 Commissioners voted for Jaime Jilozian: Commissioners McCloskey Siegel, Holmes and Hart.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Jaime Jilozian to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

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

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to appoint Sean Gallagher to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner D'Emilio to appoint Dr. Tim Walsh.

Motion made by Commissioner Wechsler and seconded by Commissioner McCloskey to appoint Kate Montesano.

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

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

5 Commissioners voted No to TABLE: Commissioners McCloskey, Siegel Holmes Wechsler and Hart.

4 Commissioners voted Yes to TABLE: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Zoning Hearing Board – 5 Year Term

Motion made by Commissioner Holmes and seconded by Commissioner to appoint Jesse Pointon to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2025.

Motion made by Commissioner Lewis and seconded by Commissioner Quinn to appoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Jesse Pointon: Commissioners McCloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Planning Commission – 4 Year Term

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to reappoint Robert Fiordimondo to serve on the Planning Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

5 Commissioners voted for Robert Fiordimondo: Commissioners McCloskey, Siegel, Holmes, Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to appoint Julia Phillips to serve on the Planning Commission for a four-year term to expire on December 31, 2024.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Julia Phillips: Commissioners Oliva, McCloskey, Siegel, Holmes Wechsler and Hart.

4 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Lewis and Quinn.

<u>If Warranted</u>:
Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to appoint Matthew Robertson to fill an unexpired four-year term on the Planning Commissioner to expire on December 31, 2021.

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to reappoint Chuck Reardon.

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

Roll Called.

5 Commissioners voted for Chuck Reardon: Commissioners D'Emilio, Oliva, Siegel, Lewis and Quinn

4 Commissioners voted for Matthew Robertson: Commissioners McCloskey, Holmes, Wechsler and Hart.

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

Ward 1 TABLED

Ward 2 TABLED

Ward 3 TABLED

Ward 4 Mark Cohen

Ward 5 **Victor Barsky**

Ward 6 **Joanne Gattone**

Ward 7 **TABLED**

Ward 8 **Ronald Pelchet**

Ward 9 **Rachelle Nocito**

Shade Tree Commission – 3 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to reappoint Paul Davitt to serve on the Shade Tree Commission for a three-year term to expire December 31, 2023.

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

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Christine Hansen to serve on the Shade Tree Commission for a three-year term to expire December 31, 2023.

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

Roll Called.

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

Vacancy Committee – 1 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to appoint Dave Fabry to serve on the Vacancy Committee for a one-year term to expire December 31, 2021.

Discussion began concerning of how many boards a resident can serve on.

Motion to withdraw made by Commissioner McCloskey and seconded by Commissioner Oliva

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

Roll Called.

All 9 Commissioners agreed by aye vote.

Vacancy Property Review Committee – 5 Year Term

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to appoint Ed Hertzog to serve on the Vacancy Property Review Committee for a five-year term to expire December 31, 2025.

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

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Lewis, Holmes, Wechsler, Quinn and Hart.

Solar AD HOC Committee

Motion: to consider establishing a Solar AD HOC Committee to meet and report back to the Board with recommendations, costs and locations.

This was a discussion item only. Further discussion next Monday at regular meeting.

8. All Commissioners agreed to adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

2325 DARBY ROAD HAVERTOWN, PA 19083-2251

January 4, 2021

RECUSAL STATEMENT

Pursuant to 65 Pa. C.S. 1103, I recuse myself from any participation or vote on matters relating to selection of the Township Solicitor for calendar year 2021 because of a professional conflict of interest.

Respectfully submitted,

DANIEL J. SIEGEL

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

January 11, 2021
Monday, 7:00 p.m.
Township of Haverford

1. **Opening of Meeting – Gerry Hart, M.D., President, opened the meeting.**

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

   In present were: Commissioners D'Emilio, Oliva, Holmes, Quinn and Hart.
   ZOOM were: Commissioners McCloskey, Siegel, Lewis and Wechsler.

   Also present were: In person: David R. Burman, Township Manager, ZOOM: Ross Anderson, CPA, Township Auditor, Kelly Hayes, Esq., Township Solicitor, Chief John Viola, Deputy Chief, Joe Hagan, 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. Commissioner Holmes made a motion to add a Resolution after item #23 to approve an Ad Hoc Solar Committee. Motion was seconded by Commissioner Oliva.

All Commissioners voiced aye.

3. Commissioner Committee Update

Commissioner McCloskey announced that the State approved a RACP Grant in the amount of $1,000,000 to go towards the library renovations. He thanked State Reps Vitali and Zabel for their help.

4. Township Auditor Update

Mr. Anderson reviewed the expenses and disbursements and found no irregularities.

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

Michelle Alvare – 134 Hastings Avenue

ZOOM: Mrs. Alvare encouraged the Board to approve the purchase of 1744 Burmont Avenue to continue to extend the trail and also to continue to find funding for the turf field.

The following residents sent in emails concerning the recent violence in DC – SEE ATTACHMENTS.

ZOOM: Samantha Hand – 9 Fairfield Road

Samantha Hand voiced that the Commissioners need to stick to local township issues.

END OF CITIZENS FORUM

6. Current Events

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to consider a Resolution concerning the events that occurred in Washington, DC on January 6, 2021.

SEE ATTACHMENT

Roll Called.

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

7. Chief John Viola presented his Crime Update report for the previous month.

8. Resolution No. 2207-2021 Reappointment David R. Burman, Township Manager/Secretary

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to reappoint David R. Burman to a two-year contract as Township Manager/Secretary effective January 14, 2021 to January 13, 2023.

Roll Called.

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

9. Police Department Chief of Police/Emergency Management Coordinator John Viola

Motion: to reappoint Chief of Police/EMC John Viola effective January 14, 2021 to January 13, 2023.

Motion made by Commissioner Quinn and seconded by Commissioner D'Emilio to TABLE.

Roll Called.

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

10. David R. Burman - Township Manager Update

Mr. Burman thanked the Board for their confidence and he explained the phases for the COVID vaccinations.

Paramedic Chief McCans further elaborated.

11. Approval of Minutes Budget/Regular Meeting Minutes of December 14, 2020

Motion made by Commissioner Quinn and seconded by Commissioner Holmes to approve the Budget/Regular Meeting Minutes of December 14, 2020

Roll Called.

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

12. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #1-2021 totaling $4,292,283.14

General & Sewer fund Payroll for December 10, 2020 in the amount of $986,655.72
General & Sewer fund Payroll for December 24, 2020 in the amount of $660,241.09
General & Sewer fund Payroll for January 7, 2020 in the amount of $1,288,881.18
General Fund disbursements #1- in the amount of $1,079,463.34
Sewer Fund disbursements #1-in the amount of $115,530.81
Community Development Block Grant Fund disbursement #1-2021 in the amount of $83,918.21
Capital Projects Fund disbursement #1-2021 in the amount of $69,820.66
Credit Card Statement ending December 27, 2020 in the amount of $7,772.13

Roll Called.

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

13. Ordinance No. P28-2020 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to adopt the second 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, Holmes, Wechsler, Quinn and Hart.

14. Ordinance No. P29-2021 Amending Chapter 136 – Police Services (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to adopt the second 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, Holmes, Wechsler, Quinn and Hart.

15. Ordinance No. P30-2021 Amending Chapter 30, "Pensions and Employee Benefits (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt the second 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, Holmes, Wechsler, Quinn and Hart.

16. Ordinance No. P31-2021 Purchase of 1744 Burmont Road (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to adopt the second 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.

17. Ordinance No. P1-2021 **Lease – Haverford Township Free Library (1st Reading)**

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Roll Called.

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

18. Resolution No. 2202 -2021 **Document Destruction**

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution No. 2202 - 2021 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, Holmes, Wechsler, Quinn and Hart.

19. Resolution No. 2203 -2021 **Comprehensive Fee Schedule**

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt Resolution No. 2203 - 2021 approving Haverford Township's Comprehensive Fee Schedule.

Roll Called.

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

20. Resolution No. 2205-2021 2021 Mowing Contract

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to authorize the Township Manager to enter into an agreement with PaDot for the 2021 Mowing season.

Roll Called.

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

21. Resolution No. 2206-2021 DELCORA – Act 537 Update

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2206-2201 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, Holmes, Wechsler, Quinn and Hart.

22. Resolution No. 2208-2021 Professional Consultant Fees

Motion made by Commissioner Holmes and McCloskey to adopt Resolution No. 2208-2021 establishing a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

Roll Called.

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

23. Resolution No. 2209-2021 **Multimodal Transportation Fund - Proposed Park and Ride Facility and Pedestrian Improvements**

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2209-2021 requesting a time extension from the Commonwealth Financial Authority for a proposed Park and Ride Facility and Pedestrian Improvements along Karakung Drive between Mill Road and Beechwood Drive and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Roll Called.

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

24. Resolution No. 2210-2021 **PA Small Water and Sewer**

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2210-2021 requesting permission to re purpose the remaining grant monies within the Small Water and Sewer Grant received from the Commonwealth Financial Authority to replace an existing sanitary sewer line and furthermore requests a time extension to complete the associated work and further designates David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Manager as the officials to execute all revised documents.

Roll Called.

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

25*Resolution No. 2211-2021 **Establish Solar Ad Hoc Committee**

Motion made by Commissioner Holmes and seconded by Commission Oliva to establish a Solar Ad Hoc Commission.

Notice will be posted for three individuals to serve on the committee.

Roll Called.

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

26. Legal

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to authorize the Township Solicitor to file an appeal with the Delaware County Court of Common Pleas 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.

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

Commissioner McCloskey voted No.

27. Purchases

Parks and Recreation

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to authorize the purchase of 129,879 sq. foot of replacement field turf from Field Turf, under Co-Stars contract #014-173, in the amount of $450,000.00.

Roll Called.

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

Police Department – Vehicles

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to authorize the purchase of three (3) 2021 Chevrolet Tahoe police vehicles, from Hondru Chevrolet, Elizabethtown, PA, under PA CoStars Contract 26 in the amount of $132,780.00.

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

28. Contract Award

Public Works

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to award the Green Valley Road Sewer Replacement Contract to McKenney Construction, Media, PA, in the amount of $67,000; submitting the lowest responsible bid.

Roll Called.

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

29. 2021 Appointments – Follow ups from Reorganization Meeting Discussions

Environmental Advisory Committee – 2 Year Term

Ward 1 Noel Smyth

Ward 2 Allison Carpenter

****Grange Estate – 1 Year Term**

Motion: to appoint/reappoint _____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint_____ to serve on the Friends of the Grange for a one-year term to expire on December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

The Grange Estate appointments were removed. Further research required.

Senior Citizens Advisory Board – 1 Year Term

Ward 1 **Passed**

Ward 2 **Jack Dougherty**

Ward 3 **Passed**

Ward 7 **Passed**

Discussion

Expansion of Boards: Parks and Recreation

Health Advisory Board

All Commissioners voiced their opinions.

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

No one spoke.

31. New business

No new business.

32. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio thanked the residents for and against that submitted their opinions.

We all need to heal.

Government needs to work for the people; people are hurting.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva agrees with Commissioner D'Emilio. The lack of respect for each other is alarming.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey stated that the library project can now move forward thanks to being approved for a RACP Grant.

Commissioner McCloskey congratulated Lt. Glenn upon his retirement and congratulated Chief Viola on becoming the President of the Delaware County Police Chiefs Association.

Commissioner McCloskey stated that we need to be willing to talk to residents and listen to their concerns.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel stated that the Board is unified on what occurred in DC, gun control, gerrymandering, etc.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis asked that Mr. Pennoni provide an update on storm mitigation issues, in the 5th Ward, at an upcoming Work Session.

Commissioner Lewis asked that the representative from the Haverford Township Adult School be placed on the Work Session Agenda and provide a presentation.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that he is glad Commissioner Lewis is supporting the HTAS.

Commissioner Holmes announced, that due to the delayed USPS mail deliveries, residents on his street did not receive a letter from PECO in time to let them know that power was going to be turned off.

There are upcoming power outages scheduled.

Our next generation will discover that what happened in DC is their 911.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler is glad there was a unanimous decision on the approved presidential resolution. Now we can get back to business.

Commissioner Wechsler will hold is constituent meeting on January 28th, together with the Hilltop Civic Association, at the Bon Air Fire Company.

Unfortunately, a long-time 9th Ward resident, had her last ride to Sts. Peter and Paul Cemetery; while Lt. Glenn, upon retirement, had his last ride as a Haverford Police Officer. He congratulated Chief Viola upon being voted as the new President of the Delaware County Police Association.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn stated that we can now get back to work and he will continue to work for R & Ds.

He offered congratulations to Chief Viola.

With all the recent fires, Commissioner Quinn thanked all the volunteer firefighters for their dedication.

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

Commissioner Hart also announced that this was a tough week with DC and COVID. He did receive his first vaccination and had minimal side effects. We need 70% of individuals vaccinated to help with this epidemic.

33. All Commissioners voted to adjourn.

Attachment 3
Citizen Forum

Public Comment to BoC

My name is Kate Lenahan and I reside at 133 E. Benedict Avenue.

I would like to voice my support of the resolution condemning the violence that occurred at the Capitol. What happened was unacceptable and I would expect to hear condemnation from every government representative I have, whether it be national, state, county or township level.

Some may ask, why is this is Haverford Township's business? I offer the following in response: For a long time, I was not involved in local politics. I voted in each election for national office and state office, but I cannot recall whether I did more than that.

After becoming more involved in local politics, I was surprised at my complacence, particularly given that local office holders often make the decisions that affect us most personally. They deal with community issues relating to our public schools, our library and our businesses, amongst other areas. I am not saying this to state that everyone must get involved in local politics. Rather, I am trying to emphasize the importance that local politics holds on our every day lives. For this reason, I find it imperative that our local leaders must take a stand against this violence now.

What happened occurred far away from our township. But unfortunately, there are likely those who are sympathetic to the rioters in our own community. By our local leadership condemning the actions and taking a stand, it is made clear that these attitudes have no place in our local government.

There are those in our community who might wrongfully equate the violent storming of the U.S. Capitol to looting that occurred in some communities shortly after the murder of George Floyd. . All violence must be condemned and all rioters and looters should be prosecuted; however, our democracy was directly under siege on Wednesday. And sadly, Capitol Police Officer Brian Sicknick was murdered while protecting our elected representatives from this mob. Yet, our president has refused to even lower the White House flags to half staff to honor the heroic sacrifice of Officer Sicknick. His silence speaks volumes.

I applaud the Board of Commissioners for leading by example, and refusing to be silent while reflecting on one of the darkest days in our nation's history. I hope all of the Commissioners will therefore join the resolution condemning the violence that occurred at the U.S. Capitol.

Lastly, for some levity, I remember the great chicken debate by the Board of Commissioners. It does seem like ages ago. I showed my mother, who was visiting from out of town, the YouTube footage of the chicken debate. She asked me incredulously, "Who would sign up to do this?" Well, you all have, and for that, we thank you. You represent us in Haverford Township, and work, often thanklessly, to make our community a better place for everyone. .

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 9:32 AM
To: Dave Burman
Subject: FW: Resolution

From: Ben Danson <bendanson1@gmail.com>
Sent: Monday, January 11, 2021 9:20 AM
To: Info <Info@HAVTWP.ORG>
Subject: Resolution

I am urging every Commissioner to support the resolution submitted by Commissioner Holmes,
calling for President Trump's resignation or removal from office. This is not a Democratic or
Republican issue, it is a matter of right and wrong, legal and illegal, and democracy versus mob
rule. I know that every one of you on the Board of Commissioners, regardless of party,
condemns this illegal and seditious act. Let your vote tonight demonstrate your commitment to
the rule of law and the Constitution of the United States.

Yours sincerely,
Ben Danson
158 Shelbourne Road

Social Studies Dept. Chair
Penncrest High School

2nd Ward Co-Leader
Haverford Township Democratic Committee

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 9:32 AM
To: Dave Burman
Subject: FW: Resolution re: Jan.6

From: Felicia Hurewitz <fel@edment.com>
Sent: Sunday, January 10, 2021 11:08 PM
To: Info <Info@HAVTWP.ORG>
Subject: Resolution re: Jan.6

Dear Commissioners,

I write to you today in favor of a resolution to condemn the terrorists that invaded and defaced our capital building, committed violence against our capital police and threatened violence against our legislators. I was watching this invasion live on television, and I personally had the same sense of dread that I had during the 9/11 terrorist attacks. Had this despicable mob not been outsmarted by a few outnumbered capital police and secret service agents, I am certain that the loss of life and disruption to our government would have been yet greater. The mob stated a clear intention to torture and kill our elected representatives. They carried maps, tactical gear and weapons to achieve their evil goal.

Any resolution should also censure and demand resignations from the collaborators, organizers and enablers, who have for months have been seeding and tweeting the lie that our Nov. 2020 election was fraudulent, and who have suggested both implicitly and explicitly that violence would somehow undo the election of Joe Biden. These individuals include President Donald Trump, Senator Cruz, Senator Hawley, and the Pennsylvania representatives that voted to nullify the votes of ever citizen of Pennsylvania in the 2020 election: Rep. Scott Perry, Rep Mike Kelly, Rep Fred Keller, Rep Dan Meuser, Rep Guy Reschenthaler, Rep Lloyd Smucker, Rep John Joyce, and Rep Glen Thompson. I suggest special opprobrium should be directed to Rep Matt Gaetz, who, hours after individuals wearing fascist paraphernalia celebrating the holocaust desecrated our capital, had the gall to suggest that the protest was led by anti-fascist

instigators. I have some news for Rep. Gaetz – anti-fascists, by definition – don't support fascists. All of these named individuals have dishonored their oath of office, and have colluded in the deaths that occurred owing to the events of Jan. 6th. The lawmakers who refuse to seat Jim Brewster in the PA legislature are similarly supporting a lie that our election was corrupted, simply because they do not agree with the result. They do this in our state legislature for the same reason that Sen Hawley does it in the US Senate – to inspire distrust in our democracy, so that next time they don't like the results of an election, they can simply ignore that result and place in power the candidate of their choosing.

I truly fear our country may fall to fascism. When I was a young child, my religious school spent a year studying the holocaust. Even at the tender age of 9, I understood that a madman could scapegoat the Jewish people. I understood that some were jealous or wanted to seize the material processions that some jewish families owned. The one thing I could never understand is how so many people, millions of people, could be so evil, or at least, so callous to evil perpetuated by others. Was there something sick perhaps, with the character or culture of those Germans? Well, now I know. Because our culture is similarly sick, even in Haverford township. Those who stand by and give a thumbs up as our democratic processes are usurped, who stand by as babies are separated from their parents at the border, who laugh when peaceful BLM protestors are tear-gassed and beaten in the name of defending law and order, and yet who attack police when it serves their purpose – these people are all around us. Are we really so sure they wouldn't also stand by as people are arrested and taken away to "re-education" or "death" camps? Because those are the stakes. If the likes of Trump becomes an autocrat in the US, we will have arrests without due process and we will have death camps.

Thank you for listening, and for your part in upholding the democratic process.

Felicia Hurewitz
345 Farwood Road

610 202-9333

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 9:32 AM
To: Dave Burman
Subject: FW: Resolution re: Terrorist Attack on the Capitol

From: Stacey O'Leary <staceyo47@icloud.com>
Sent: Sunday, January 10, 2021 9:36 PM
To: Info <Info@HAVTWP.ORG>
Subject: Resolution re: Terrorist Attack on the Capitol

To Whom it May Concern:

I am writing to express my support in favor of the resolution that condemns Wednesday's
terrorist attack. I am very concerned about the behavior of Township residents who may
have participated including the need to investigate and prosecute residents who had a hand
in planning the event.

Your truly,

Stacey O'Leary
Tenby Road

From: Eric Horst <ericbhorst@gmail.com>
Sent: Monday, January 11, 2021 9:25 AM
To: Dave Burman
Subject: Comment for Tonight's Haverford Township Board Meeting re: Commissioner Holmes Resolution

Mr. Burman,

Please have the below comment in support of Comissioner Holmes' resolution read at this evening's meeting. Thank you.

I strongly encourage all Haverford Township commissioners to support Commissioner Holmes' resolution, condemning the violence in our nation's Capitol this past Wednesday, and calling on the immediate removal of President Donald Trump from office, for directly inciting the violence at our nation's Capitol. It is vitally important that members of all parties support this resolution and stand up for the basic principles underlying America's democracy and the peaceful transition of power.

In addition to supporting this resolution, I strongly urge the Republican members of this board to take the time to reconsider their ongoing relationship with the Republican Party, in light of Wednesday's attack. While this attack requires bipartisan condemnation, the weight of the responsibility for these attacks falls squarely on the shoulders of the Republican Party, and goes far beyond the words of the current Republican President. This attack was preceded by months of lies about the integrity of the 2020 election, repeated by Republican elected officials across the country and this state. 8 out of 9 members of Pennsylvania's Rebublican House delegation voted to overturn the will of PA voters, even after Wednesday's attack. Republican State Senator Douglas Mastriano was extensively involved in organizing the event that preceded the attacks and former Repbulican State Representative Rick Saccone explicitly stated his intent to "storm the Capitol" on social media prior to the attacks. Furthermore, on the day prior to the attack, Republican Senate Majority Leader Jake Corman and the overwhelming majority of his Republican colleagues began an ongoing unconstitutional effort to refuse to seat the certified

winner of a Pennsylvania State Senate race. The authoritarian, anti-democracy, and anti-
American movement that has taken root within the Repbulican Party can no longer be dismissed
as merely a fringe element.

In response to Wednesday's attacks, many Republican elected officials and everyday Rebpulican
voters from across the state have acknowledged this sad reality and decided to leave the party
and become independents. For those Republicans who condemn Wednesday's attack on the
Capitol and the ongoing attacks on our democracy by members of their own party, but chose to
stay with the party, you must make every effort to begin purging your party of the radical
authoritarian movement that has taken hold within it. On the local level, this means taking steps
to investigate and determine the involvement of any currently active Republican committee
members who may have participated in organizing or attending the event which led to the
storming of the Capitol on Wednesday, and taking steps to expel these members from your party
where necessary. If Republican elected officials wish to continue their relationship with the
party, while still assuring the public that they are truly committed to the American democratic
process, the rule of law, and the peaceful transition of power, then they must take decisive and
immediate action to reverse the dark turn that the Republican Party has taken.

Thank you,

Eric Horst
317 N Manoa Road
19083

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 2:43 PM
To: Dave Burman
Subject: FW: Public comment for meeting 1/11/21

From: Erica Spangler <erica_spangler@hotmail.com>
Sent: Monday, January 11, 2021 12:01 PM
To: Info <Info@HAVTWP.ORG>
Subject: Public comment for meeting 1/11/21

Submitted by Chris and Erica Spangler at 1016 Larchmont Ave, Havertown

Dear Haverford Township Board of Commissioners,

We are writing in support of Larry Holmes's resolution regarding the January 6 attack on the United States Capitol. We fully support the Board in passing this resolution. It is clear that President Trump's rhetoric incited the insurrection. As defenders of the US Constitution, it is your duty to demand Vice President Pence, the Cabinet, and lawmakers to pursue every possible avenue to remove him from office. He has proven again and again that he is a clear threat to our democracy, and he needs to be removed from office.

Secondly, though President Trump's nearing the end of his presidency, it is just as important to move forward with removal proceedings to send a clear message that such attempts to undermine our democracy will not be tolerated now or in the future.

Respectfully,
Chris and Erica Spangler

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 2:43 PM
To: Dave Burman
Subject: FW: Resolution Under Consideration - public comment submitted for tonight's
Commissioner's meeting

From: Patricia McGoldrick <patricia.mcgoldrick@villanova.edu>
Sent: Monday, January 11, 2021 10:40 AM
To: Info <Info@HAVTWP.ORG>
Subject: Resolution Under Consideration - public comment submitted for tonight's Commissioner's
meeting

I would like to thank you the HT Commissioners who have decided to support the pending resolution
condemning last week's attack on the Capitol. I respectfully ask any remaining members to also lend
their support. While there will always be political disagreements in our country, there are times when
issues under consideration are simply a matter of "right vs wrong." This is one of those times. We need
elected officials at all levels to use their voices to call out this behavior, in order to protect the
communities and values that we all hold dear. Thank you to those who have already done so.

Patricia McGoldrick

Home Address:
112 N Drexel Avenue
Havertown, PA

From: Dave Burman on behalf of Info
Sent: Monday, January 11, 2021 9:41 AM
To: Dave Burman
Subject: FW: Resolution

From: Ben Danson <bendanson1@gmail.com>
Sent: Monday, January 11, 2021 9:20 AM
To: Info <Info@HAVTWP.ORG>
Subject: Resolution

I am urging every Commissioner to support the resolution submitted by Commissioner Holmes,
calling for President Trump's resignation or removal from office. This is not a Democratic or
Republican issue, it is a matter of right and wrong, legal and illegal, and democracy versus mob
rule. I know that every one of you on the Board of Commissioners, regardless of party,
condemns this illegal and seditious act. Let your vote tonight demonstrate your commitment to
the rule of law and the Constitution of the United States.

Yours sincerely,
Ben Danson
158 Shelbourne Road

Social Studies Dept. Chair
Penncrest High School

2nd Ward Co-Leader
Haverford Township Democratic Committee

From: Katie Begandy <katiebegandy@icloud.com>
Sent: Monday, January 11, 2021 2:21 PM
To: Info; Dave Burman
Cc: Conor Quinn
Subject: Public Comment for BoC Meeting Tonight

Hi Dave and Conor -

I want to submit the following as a public comment for tonight's meeting. This is in regards to the resolution that Commissioner Holmes has drafted re: the attack at the Capitol Building on Wednesday.

I'm thinking of all of our public servants this week and truly hope our country can move forward.

Grateful for your service,
Katie

To the Board of Commissioners of Haverford Township:

On January 6th, domestic terrorists stormed the Capitol Building in Washington, D.C bringing chaos, destruction, and sadly death upon our nation's capitol.

The next day, a bomb threat forced the closure of the Michigan State Capitol, the same building that was invaded months prior by a heavily-armed militia. And let's not forget the thankfully-unsuccessful plot to kidnap the governor of Michigan earlier in 2020.

These and other events showcase a disturbing pattern of domestic terrorism that has emerged in the United States of America over the past year. The subtext of each attack is "Dear fill-in-the-blank law maker, do what we want, or else." These terrorists are emboldened. And, they are not done yet.

I fear what is next for our country, our state, and our township. While Wednesday's events did not happen in Haverford Township, current, former, and wannabe elected officials from our home and our state, alongside residents of Haverford Township had a hand in Wednesday's attack. Some attended in D.C., some used social media to encourage participation, and others organized buses of people from our area to D.C.

This all leaves me wondering, "What if this happens here? Are our state law-makers safe? County council? Commissioners? School Board members? Am I safe because I choose to comment publicly against domestic terrorism?".

I am taking a risk by lawfully speaking at tonight's meeting. And yet, more than fear, I feel sadness and disbelief. I am sad for the large group of Americans who have been manipulated so expertly by the blatant lies of a sitting president, by his cunning strategists, and by their allies in federal and local offices. I am in disbelief that so many law makers have abandoned their duties to serve the public and instead have chosen to fan these dangerous flames.

For reference, I live in a bipartisan home and believe Americans need to speak more openly about differing points of view without anger or judgement. We can learn much by listening. And, yet, there is a line that I must draw in accepting another person's point of view. Plotting against, threatening, and overtaking elected officials crosses that line - as does abusing presidential powers by spreading falsehoods and inciting insurrection against folks who happen to disagree with you.

This no longer has to do with policy disagreements along party lines. This has to do with our core values of freedom, justice, and integrity. As a registered Democrat, I was equally concerned for the safety of Vice President Mike Pence on Wednesday as I was for that of Congresswoman Mary Gay Scanlon. Our public servants do not deserve to be intimidated by an armed mob.

As elected officials, I support your signing of tonight's resolution to take a firm stance against intimidation of elected officials. I ask you to do everything in your capacity to call on the Republican Party to reform and to swiftly renounce fascism - from local GOP committee to state officials to the president of the United States of America. I am all for healthy political competition, but there is nothing healthy about the direction that the Republican party has taken over the past several years.

Will you sign tonight to stand with democracy, with the U.S. Constitution, and with people of the United States of America?

Respectfully,

Katie Begandy
201 Mill Road

From: Dave Burman on behalf of Info
Sent: Sunday, January 10, 2021 7:45 PM
To: Dave Burman
Subject: FW: 1/11/21 Public comment for Board of Commissioners meeting

From: Jen Leith <jen_leith@yahoo.com>
Sent: Sunday, January 10, 2021 9:01 AM
To: Info <Info@HAVTWP.ORG>
Subject: 1/11/21 Public comment for Board of Commissioners meeting

I submit my comment this evening about the unnerving, shameful and dangerous events that took place in our Nation's Capitol on the afternoon of January 6, 2021. Events that were centered on lies, anti-Semitism, white supremacy and the desired destruction of our Democracy.

I know this Board to be a thoughtful, fair-minded and principled group of individuals. And as such, it is my hope that all of you agree to a strong collective repudiation of Donald J Trump and the defiling of our democratic institutions under his tenure and especially on January 6, 2021.

I must state that I am disappointed that a joint statement of this Board to that effect was not offered sooner to the public but rather, potentially, being offered nearly a week after the fact.

I trust that this evening you will unanimously agree to a statement or resolution that strongly rebukes the events of January 6, 2021, rebukes all those who supported and enabled those events and which endorses the removal of Donald J Trump from the office of the Presidency.

Thank you,
Jennifer Leith
2928 Morris Road

From: Dave Burman on behalf of Info
Sent: Sunday, January 10, 2021 7:46 PM
To: Dave Burman
Subject: FW: Monday 1/11/21

From: teresa walther <tewalth@yahoo.com>
Sent: Sunday, January 10, 2021 7:25 PM
To: Info <Info@HAVTWP.ORG>
Cc: Larry Holmes <LHolmes@HAVTWP.ORG>
Subject: Monday 1/11/21

I am writing this email regarding the resolution being brought forward to "the board" calling upon Donald J Trump, our 45th president to resign from his office immediately and if he does not, then to have him forcefully removed. My question is, why are you advocating for the removal of a sitting president?
President Trump has stated that there will be a peaceful transition of power..If you are asking for his removal because of his so-called "rhetoric and inflammatory" words inciting lawless anarchists, then you must also ask for the resignations of the following: Kamala Harris "Protesters should not let up", Nancy Pelosi "I just don't know why there aren't uprisings all over this country Maybe there should be", Ayanna Pressley "There needs to be unrest in the streets", Maxine Waters "You get out and create a crowd and you push back on them and you tell them they are not welcome anymore, anywhere", Corey Booker "Go to the Hill today. Get up in the face of some congresspeople" and there are more. This country has lived with months of rioting, business' being destroyed, innocent citizens being killed, while politicians defended this and did absolutely nothing about it. I believe "the Board" should focus on the business of making Haverford Township a better community. A community that we are proud to live in, where people of differing political beliefs can live peacefully. Your resolution is divisive, baseless and beyond the borders of your responsibilities of township commisisioners. You are not in office to represent one political party, you are in office to represent every citizen of Haverford Township, and this is not representative of every citizen.

Sincerely,

Teresa Walther

Sent from Yahoo Mail. Get the app

Attachment

Resolution No 2211 -2021

Establishment of Ad Hoc Solar Commission

WHEREAS, the Board of Commissioners allocated funds for the Solar Powered Project in the 2021 Budget;

WHEREAS, the Board of Commissioners pursuant to Haverford Township Code may establish ad hoc commissions as deem necessary for a specific and temporary purpose;

WHEREAS, the Board of Commissioners seeks to establish an Ad Hoc Solar Commission ("the AHSC") to assist the Board in effecting the Solar Powered Project adopted in the 2021 Budget.

WHEREAS, the mission of the AHSC will be to gather information about Solar Equipment providers and builders, types of Equipment, and examples of other successful projects and construct a project description further recommending the first Solar Project to be undertaken by the Township to the Board of Commissioners at a future meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford hereby establishes an ad hoc Solar Commission for the purpose of recommending the first Solar Project to be undertaken by the Township.

BE IT FURTHER RESOLVED THAT the AHSC will be comprised of the following:

1. Three (3) members of the public, to be nominated and seconded by a Commissioner, respectively, and voted on by the entire Board. A member of the public nominated and seconded by a Commissioner must be appointed by a majority of the Board members voting at a properly scheduled meeting;

2. One (1) current member of the Environmental Advisory Committee, to be designated by the Environmental Advisory Committee, in a role separate from the three public members; and

3. Three (3) members of the Board of Commissioners appointed by the President of the Board of Commissioners, provided that at least one of the members must serve on the Finance Committee and one of the members must serve on the Property Committee.

The Members of the AHSC shall serve until the construction of the first Township Solar project, unless any such member resigns, or is removed by a majority vote of the Board of Commissioners prior to the termination of the Committee. The place on the AHSC previously held by someone removed by the Board prior to the Committee's termination shall be filled in the same manner in which the position was first filled.

RESOLVED THIS 11th day of January 2021.

TOWNSHIP OF HAVERFORD

_____

Gerry Hart, President

Attest:

_____

Dave Burman, Township Manager

Attachment 6

RESOLUTION NO. 2212-2021
SUPPORT IN RESIGNATION OF 45TH PRESIDENT
DONALD J. TRUMP

Whereas, each member of the Board of Commissioners of Haverford Township, Delaware County, Commonwealth of Pennsylvania ("the Board") recalls with great pride taking an oath to uphold the Constitution of the United States of America in assuming the office and performing the Duties of Township Commissioner; and

Whereas, the Board will not tolerate efforts to thwart the lawful and peaceful transition of power, a hallmark of our nation, still the longest surviving and thriving democracy in the world, no matter the source of those efforts; and

Whereas the Board condemns in the strongest way possible the irresponsible rhetoric and inflammatory vitriol with which the President of United States incited a group of lawless anarchists to senseless violence; and

Whereas, through baseless claims of conspiracy and irresponsible calls to take the fight to the Capitol, the President of the United States has unleashed upon the Federal Legislature a violent mob, whose goal is the undoing of a lawfully-held election, and whose means are intimidation and violence, with the resulting threat on the separation of powers enshrined in our Constitution; and

Whereas, the Board watched unfold with horror and sadness the events of the early afternoon of January 6th, 2021; and

Whereas, the Board seeks to assure the citizens of Haverford Township and all our fellow citizens in townships, cities, boroughs, counties, states and territories across the United States of America that their elected leaders, whether Democrat, Republican, Independent or any political stripe, will not shrink in the face of fascistic, violent, hateful or un-American behavior by its highest elected official, but rather will face it head on, and call it what it is: INTOLERABLE.

NOW THEREFORE BE IT RESOLVED THAT THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS, OF DELAWARE COUNTY, IN THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CALLS UPON DONALD J. TRUMP, THE 45TH PRESIDENT OF THE UNITED STATES, TO RESIGN FROM HIS OFFICE IMMEDIATELY, AND IN THE EVENT HE WILL NOT DO SO, CALLS UPON MICHAEL PENCE, THE VICE-PRESIDENT OF THE UNITED STATES, THE HEADS OF THE EXECUTIVE DEPARTMENTS IN THE CABINET, AND THE CONGRESS OF THE UNITED STATES, TO TAKE ANY AND ALL LAWFUL ACTIONS BESTOWED ON THEM BY THE CONSTITUTION TO REMOVE DONALD J. TRUMP FROM THE OFFICE OF THE PRESIDENT OF THE UNITED STATES.

"And for support of this Declaration, with a firm reliance on the protection of Divine Providence, we mutually pledge to each other our Lives, our Fortunes, and our sacred Honor."

RESOLVED this 11th day of January, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerry Hart, M.D. President
Board of Commissioners

Attest: David R. Burman
Township Manager

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P1-2021

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 a formalized lease agreement with the Haverford Township Free Library Association, Havertown, PA for certain property located at 1601 Darby Road, Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 8th day of February, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, M.D.
President

Attest: _____
David R. Burman
Township Manager/ Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ___ day of _____, 2021, by and between TOWNSHIP OF HAVERFORD, a home rule municipality organized under the laws of the Commonwealth of Pennsylvania, as Landlord, and HAVERFORD TOWNSHIP FREE LIBRARY ASSOCIATION, a Pennsylvania nonprofit corporation, as Tenant;

W I T N E S S E T H :

WHEREAS, Landlord is the owner of (i) certain real property situate in the Township of Haverford, County of Delaware and Commonwealth of Pennsylvania, having a street address of 1601 Darby Road, Havertown, Pennsylvania 19083, such real property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); (ii) the Improvements (as hereinafter defined); and (iii) all present and future easements, rights and appurtenances thereunto belonging (the "Appurtenances", and, together with the Land and the Improvements, collectively, the "Leased Property"); and

WHEREAS, Landlord wishes to lease and demise to Tenant, and Tenant wishes to hire and lease from Landlord, the Leased Property, upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

ARTICLE 1

Definitions

Except as otherwise expressly set forth in this Lease, the following terms shall have the respective meanings assigned thereto in this Article 1:

1.01. "Additional Rent" has the meaning set forth in Section 3.02.

1.02. "Alterations" has the meaning set forth in Section 10.01.

1.03. "Appurtenances" means the "Appurtenances" referred to and defined in the recitals hereto.

1.04. "Basic Rent" has the meaning set forth in Section 3.01.

1.05. "Code" has the meaning set forth in Section 21.11.

1.06. "Constructive Total Taking" has the meaning set forth in Section 13.01.

1.07. "Determination Letter" has the meaning set forth in Section 21.11.

1.08. "Equipment" shall mean all fixtures permanently attached to or incorporated in real property and shall include, but not be limited to, machinery, engines, boilers, elevators, escalators, air-conditioning compressors, sprinklers, ducts, pipes, electrical wiring and fittings and plumbing, heating, ventilating, air-conditioning and electrical systems and equipment, except for Tenant Furnishings and other personal property that can be removed from the real property without permanent damage thereto.

1.09. "Events of Default" has the meaning set forth in Section 14.01.

1.10. "501(c)(3) Organization" has the meaning set forth in Section 21.12.

1.11. "Improvements" means any structures or improvements now or hereafter erected or situate on the Land, the foundations and footings thereof, any and all fixtures, Equipment and machinery of every kind and nature whatsoever now or hereafter affixed or attached thereto, or now or hereafter used or procured for use in connection with the operation, use or occupancy thereof, and the appurtenances thereto.

1.12. "Indemnified Parties" has the meaning set forth in Section 15.01.

1.13. "Insurance Requirements" has the meaning set forth in Section 6.01.

1.14. "Land" means the "Land" referred to and defined in the recitals hereto.

1.15. "Landlord" means the Township of Haverford, Delaware County, Pennsylvania.

1.16. "Lease Term" has the meaning set forth in Section 2.01.

1.17. "Leased Property" means the "Leased Property" referred to and defined in the recitals hereto.

1.18. "Legal Requirements" has the meaning set forth in Section 6.01.

1.19. "Liens" has the meaning set forth in Section 7.01.

1.20. "MOU" has the meaning set forth in Section 21.14.

1.21. "Permitted Exceptions" has the meaning set forth in Section 2.01.

1.22. "Person" means any individual, corporation, partnership, joint venture, estate, trust, unincorporated association or other legal entity, or any Federal, State, County or municipal government or any bureau, department or agency thereof.

1.23. "Tax-Exempt Bonds" has the meaning set forth in Section 21.12.

1.24. "Tax-Exempt Status" has the meaning set forth in Section 21.11.

DRAFT

1.25. "Taking" means the taking of all or any part of the Leased Property, or the taking of all or any part of the Leased Property for use or occupancy for a period exceeding 90 days, in each case as the result of the exercise of the power of eminent domain.

1.26. "Tenant" means the Haverford Township Free Library Association.

1.27. "Tenant Furnishings" means movable trade fixtures, furniture and furnishings acquired and installed by Tenant at its expense at the Leased Property.

1.28. "Term Commencement Date" has the meaning set forth in Section 2.01.

ARTICLE 2

Demise of Premises; Title and Condition

2.01. Premises. Landlord hereby demises and lets to Tenant, and Tenant hereby rents from Landlord, the Leased Property.

TO HAVE AND TO HOLD the same unto Tenant, its successors and assigns, for a term (the "Lease Term") commencing on _____, 2021 (the "Term Commencement Date") and ending at 11:59 p.m. on _____, 2050 or such earlier date upon which this Lease may be terminated or shall expire as hereinafter provided.

2.02. Title and Condition. The Leased Property is demised and let subject to (i) the state of title of the Leased Property existing as of the date of this Lease; (ii) any state of facts which an accurate survey or physical inspection thereof might show; (iii) all applicable zoning, subdivision and land use regulations, restrictions, rules and ordinances; (iv) all applicable building restrictions and other laws and regulations now in effect of any governmental authority or any nature having jurisdiction over the Leased Property; (v) the rights of any Persons in possession of the Leased Property; and (vi) the condition of the Leased Property as of the date hereof, without any representation or warranty by Landlord.

2.03. Disclaimer. The Leased Property is leased to and accepted by Tenant "As Is" in its present condition and without representation or warranty of any kind by Landlord.

ARTICLE 3

Rent

3.01. Basic Rent. Tenant shall pay to Landlord as basic rental ("Basic Rent") for the Lease Term ONE DOLLAR ($1.00).

3.02. Additional Rent. Tenant shall pay, as and for additional rent during the Lease Term ("Additional Rent"), such amounts described or referred to in this Lease as Additional Rent. Landlord shall give provide to Tenant statements of the amount of Additional Rent owing from time to time, and Tenant shall pay all such Additional Rent within thirty (30) days of receipt of such statements.

3.03. Payment of Rent; Net Lease. All Basic Rent and Additional Rent shall be paid to Landlord at the address of Landlord set forth in Section 20.01, or at such other address as Landlord shall designate to Tenant in writing, in lawful money of the United States, in immediately available funds at the place of payment, without notice or demand and without abatement, deduction or set-off of any amount whatsoever, except as otherwise provided in this Lease.

ARTICLE 4

Exemption from Real Estate Taxes

4.01. Exemption from Real Estate Taxes. Landlord and Tenant believe that the Leased Property is entitled to an exemption from real estate taxes as long as it is used for public library purposes. The Leased Property is currently exempt from real estate taxes. In the event that there is an attempt either to remove the existing exemption from real estate taxes or to cause the assessment of the Leased Property to be increased, Landlord agrees to cooperate fully with Tenant, without cost to Landlord, to extend and maintain the exemption or to contest the assessment, as the case may be, by executing any and all documents necessary or appropriate in such proceedings.

ARTICLE 5

Insurance

5.01. Insurance. Landlord shall at all times maintain, or cause to be maintained, for the mutual benefit of the public, Landlord and Tenant, at all times during the Lease Term:

(i) physical damage insurance written on an "all risk" basis insuring the Leased Property and the Improvements against loss or damage by fire, lightning, windstorm, explosion, civil commotion, damage from aircraft and vehicles, vandalism and malicious mischief, war risks (to the extent obtainable from an agency of the United States Government) and such other risks as may be included in the "all risk" form of extended coverage insurance, it being understood that terrorism coverage may be restricted in coverage or amount; and

(ii) comprehensive general liability insurance against liability for claims of bodily and personal injury and Leased Property damage in amounts no less than $1,000,000 for each occurrence and $1,000,000 in the aggregate.

Tenant shall also, at all times maintain, or cause to be maintained, at all times during the Lease Term, worker's compensation, employer's liability insurance and all other statutory forms of insurance now or hereafter prescribed by law and in limits not less than the statutorily required amounts covering all Persons employed by Tenant at the Leased Property, such employer's liability insurance to be maintained in an amount not less than such amount as is required by law.

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ARTICLE 6

Compliance with Laws, Etc.

6.01. Legal Requirements; Insurance Requirements. Tenant shall comply with, or cause to be complied with, (a) all applicable laws, ordinances, resolutions, and administrative regulations and the orders and requirements of general application of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, including without limitation all laws, rules and regulations applicable to public libraries in Pennsylvania, which at any time may be applicable to the Leased Property (collectively, "Legal Requirements"), and (b) the requirements of all policies of insurance from time to time in force with respect to the Leased Property as required by Article 5, and of the insurers of such policies (collectively, "Insurance Requirements").

6.02. Permits and Licenses. Tenant shall procure, maintain and comply with, or cause to be procured, maintained or complied with, all permits, licenses and other authorizations required for any use by Tenant of the Leased Property or any part thereof.

ARTICLE 7

Liens

7.01. Liens. Tenant shall not create, or suffer or permit to be created or filed, any lien, charge or encumbrance, including without limitation any mechanic's, materialmen's, vendor's or similar liens (collectively, "Liens") against the Leased Property or any part thereof, or against the estate of Landlord or Tenant therein, whether by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Leased Property or any part thereof by, through or under Tenant, or otherwise. If any Lien shall at any time be filed against the Leased Property, Tenant shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such Lien to be discharged within such period of 30 days Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, compel the prosecution of an action for the foreclosure of such Lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any such amount so paid by Landlord shall be reimbursed by Tenant and shall be deemed to constitute Additional Rent payable hereunder.

7.02. No Consent. Unless an emergency situation where immediate notification to the Township Manager will be sufficient, nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of or request by Landlord, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Leased Property or any part thereof, in excess of $5,000, nor as giving Tenant the right, power or authority to contract for or permit the rendering of any services or the furnishing of any

materials, in excess of $5,000 that would give rise to the filing of any such Lien against the Leased Property or any part thereof, or against the estate of Landlord therein.

ARTICLE 8

Utilities

8.01. Utilities. Tenant shall pay or cause to be paid all charges for heat, water, gas, heating oil, electricity, steam, light, telephone or any other communication or utility service used in or rendered or supplied to the Leased Property or any part thereof. If Tenant shall fail to pay any such charges, Landlord may, but shall not be obligated to, pay the same and any such amount so paid by Landlord shall be reimbursed by Tenant and shall be deemed to constitute Additional Rent payable hereunder. In addition, Landlord may, at the request of Tenant, purchase heating oil for the Leased Property and, if Landlord does so, it will invoice Tenant from time to time for any such heating oil costs paid by Landlord. Tenant shall reimburse Landlord for such heating oil costs paid by Landlord, and such reimbursement shall constitute Additional Rent payable hereunder.

ARTICLE 9

Repairs and Maintenance

9.01. Maintenance. Tenant shall take good care of the Leased Property, or cause the same to be done, and shall keep and maintain, in a clean and orderly condition, so as to maintain the Leased Property in an as good a condition as the Leased Property is now in. Tenant shall not cause or permit any waste, damage or injury to the Leased Property or any part thereof. Notwithstanding the foregoing, Landlord may, at the request of Tenant, perform maintenance of the Leased Property and any costs or expenses of Landlord with respect to any specific maintenance work order that are $5,000 or less (exclusive of the cost of labor performed by Landlord's employees) shall be reimbursed by Tenant to Landlord within 30 days after receipt by Tenant of an invoice therefor.

9.02. Repairs. Tenant shall promptly make, or cause to be made, all repairs and replacements to the Leased Property, interior and exterior, structural and otherwise, ordinary and extraordinary, foreseen or unforeseen, as may be necessary to maintain the Improvements and all Equipment therein in good condition. Notwithstanding the foregoing, Landlord may, at the request of Tenant, make repairs and replacements with respect to the Leased Property and any costs or expenses of Landlord that are $5,000 or less (exclusive of the cost of labor performed by Landlord's employees) shall be reimbursed by Tenant to Landlord within 30 days after receipt by Tenant of an invoice therefor.

ARTICLE 10

Alterations

10.01. Alterations. Tenant shall not make any changes, alterations, additions or improvements of any kind (collectively, "Alterations") to all or any portion of the Leased Property without the prior written consent of Landlord.

10.02. Tenant Furnishings. All Alterations and all building service Equipment made or installed by or on behalf of Tenant, other than Tenant Furnishings, shall immediately upon completion or installation thereof be and become the property of Landlord and part of the Leased Property subject to the terms of this Lease.

ARTICLE 11

Use – Inspection
by Landlord

11.01. Use. Tenant shall use the Leased Property only for a free public library and uses ancillary thereto.

11.02. Entry. Landlord, or its authorized representatives, shall have the right to enter the Leased Property at all reasonable times during normal business hours for the purpose of inspecting the same; provided, however, that no such entry shall unreasonably interfere with the conduct of Tenant's operations thereon. Notwithstanding the foregoing, Landlord shall have access to the Leased Property at any time in connection with any emergency.

ARTICLE 12

Damage to or
Destruction of Improvements

12.01. Damage. In case of damage to or destruction of the Leased Property by fire or otherwise, Tenant shall promptly give notice thereof to Landlord. All proceeds payable under any insurance policy maintained by Landlord for any damage or destruction shall be paid to Landlord. Landlord shall determine, in its sole discretion, whether and the extent to which the Leased Property may be repaired or restored to permit operation of the Improvements as a complete public library facility. In the event that Landlord determines in its sole judgment that the Leased Property cannot be repaired or restored to permit operation of the Improvements as a complete public library facility, or otherwise determines in its sole judgment that such repair or restoration is uneconomic, this Lease shall terminate on such date as shall be specified by Landlord. If Landlord determines to repair or restore the Leased Property, this Lease shall continue in effect and Tenant shall pay (or reimburse Landlord for) the first $5,000 of damage repair costs.

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ARTICLE 13

Condemnation

13.01. Total Condemnation. If a Taking of the entire Leased Property shall occur, or if a Constructive Total Taking shall occur, this Lease shall terminate on the date of vesting of title in the condemning authority. The term "Constructive Total Taking" shall mean a Taking of such scope that in the reasonable judgment of Landlord the untaken portion of the Leased Property is insufficient to permit operation of the Improvements as complete public library facility. In the event of a Taking of the entire Leased Property, or in the event of a Constructive Total Taking, the award or awards for said Taking shall be paid to Landlord and be the property of and belong to Landlord.

13.02. Partial Condemnation. In the event of a Taking constituting less than a Constructive Total Taking, this Lease shall terminate on the date of vesting of title in the condemning authority as to that portion of the Leased Property so taken, and this Lease shall continue with respect to the remainder of the Leased Property not so taken. Any and all awards for such Taking shall belong to and be the property of Landlord.

ARTICLE 14

Default Provisions - Conditional Limitations

14.01. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) default shall be made in the payment to Landlord when due of Basic Rent or Additional Rent or any other payment obligation owing to Landlord hereunder and such default shall continue for a period of 30 days after notice of such default by Landlord to Tenant; or

(b) any representation or warranty made by Tenant in this Lease shall prove to be untrue or incorrect in any material respect or shall be breached; or

(c) default shall be made in the performance or observance of any other covenant or agreement on the part of Tenant to be performed or observed hereunder, and such default shall continue for a period of 30 days after notice of such default by Landlord to Tenant or, in the event Tenant commences to cure such default within such period of 30 days and thereafter proceeds with diligence and continuity to cure such default, for such longer period as may be necessary for Tenant to cure the same with all due diligence; provided, however, that Tenant must account as reasonably requested by Landlord in respect of cure activities during such longer period.

14.02 Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Landlord may in its discretion take one or more of the following actions:

(a) Landlord may enter the Leased Property and take possession thereof without terminating this Lease and sublease the Leased Property for the account of Tenant, holding Tenant liable for the difference between the rent and other amounts payable by such sublessee in such subleasing and the rent and such other amounts payable by Tenant hereunder; or

(b) Landlord may terminate this Lease, prevent Tenant from use of the Leased Property, and lease the Leased Property to another entity, but holding Tenant liable for all rent and such other amounts payable up to the effective date of such leasing; or

(c) Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Tenant under this Lease.

14.03 Re-entry. Upon the termination of this Lease pursuant to any of the provisions of this Article, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Leased Property by any action or proceeding authorized by law and to remove Tenant therefrom without being liable for any damages therefor.

ARTICLE 15

Indemnity

15.01 Indemnity. ~~Tenant shall indemnify, defend and save Landlord and its commissioners, employees and agents (collectively, "Indemnified Parties") harmless against and from , and none of the Indemnified Parties shall be liable for, any and all liability, fines, suits, claims, demands, losses, costs, expenses (including reasonable attorneys fees) and actions of any kind or nature arising from any violation by Tenant of any provision of this Lease or the use, operation, maintenance, conduct or management of the Leased Property or from work performed thereon, or arising from any act or omission of Tenant, or any occupant of the Leased Property or any part thereof, or of its or their agents, contractors, subcontractors, servants, employees, invitees or licensees, or arising from any accident, injury or damage whatsoever caused to person or Leased Property occurring during the Lease Term on or about the Leased Property.~~ Subject to the limits of Tenant's liability insurance, Tenant shall indemnify, defend and save harmless Landlord and its commissioners, employees and agents (collectively, "Indemnified Parties") against and from any and all claims, liability, fines, suits, claims, demands, losses, costs, and expenses (including reasonable attorney's fees). Further, actions of any kind or nature arising from any violation by Tenant of any provision of this Lease or the use, operation, maintenance, conduct or management of the Leased Property or from work performed thereon, or arising from any act or omission of Tenant, or any occupant of the Leased Property or any part thereof, of its agents, contractors, subcontractors, servants, employees, invitees or licensees, or arising from any accident, injury or damage whatsoever caused to person or Leased Property occurring during the Lease Term on or about the Leased Property. In no event shall any directors, board members, officers, members or employees of Tenant have any personal liability under this Lease to Landlord for the indemnification and/or defense obligations of Tenant under this paragraph, except to the extent said liability, fine, suit, claim, demand, loss, cost or expense

arises from the gross negligence of willful misconduct of said director, board member, officer member or employee. Landlord hereby agrees to defend, indemnify and hold harmless Tenant from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of Landlord relating to the performance of this Lease and subject to the terms of 42 Pa.C.S.A. 8542, et seq., (Pennsylvania Political Subdivision Tort Claim Act).

ARTICLE 16

No Assignment, Subletting or Mortgaging

16.01. No Assignment or Sublease. Without the prior written approval of Landlord, Tenant shall not assign or sublease its interest under this Lease and shall not create or suffer to exist any lien or encumbrance of any nature whatsoever on the Leased Property or any part thereof or interest therein.

ARTICLE 17

Quiet Enjoyment

17.01. Quiet Enjoyment. Tenant, upon performing and observing the covenants, agreements and conditions of this Lease on its part to be performed and observed, shall and may peaceably and quietly hold, occupy and enjoy the Leased Property during the term of this Lease without hindrance or molestation by or from anyone claiming by, through or under Landlord.

ARTICLE 18

Surrender at End of Lease Term

18.01. Surrender. Upon the expiration or earlier termination of this Lease, or upon a re-entry by Landlord upon the Leased Property pursuant to Article 14, Tenant shall surrender the Leased Property to Landlord together with all Alterations thereto and replacements thereof, in good order and condition, except for reasonable wear and tear, and free of all subleases, occupancies, liens and encumbrances except as have been consented to in writing by Landlord, and shall promptly deliver to Landlord all files, plans, records and registers and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Improvements, all of which shall, upon such expiration or termination, be and become the sole Leased Property of Landlord. Tenant hereby waives any notice now or hereafter required by law in connection with any vacation of the Leased Property.

ARTICLE 19

Notices

19.01. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given or made when sent by United States registered or certified mail, postage prepaid, return receipt requested or by overnight air courier

service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 19.01) addressed, if to the parties, at their respective addresses set forth below:

(a) if to Landlord:

Township of Haverford
1014 Darby Road
Havertown, PA 19083
Attention: Township Manager

(b) if to Tenant:

Haverford Township Free Library
1601 Darby Road
Havertown, PA 19083
Attention: Director

or at such other address as any of such parties may from time to time designate in a notice to the other parties.

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ARTICLE 20

Limitation of Liability

20.01. Limitation of Landlord's Liability. Landlord shall not be liable for any claims or damages arising out of the conduct, operation or management of the Leased Property by Tenant or by its officers, agents, employees, invitees, or permittees. In no event shall any agent or employee of Landlord be deemed to be an agent or employee of Tenant, nor shall any agent or employee of Tenant be deemed to be an agent or employee of Landlord.

ARTICLE 21

Miscellaneous

21.01. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21.02. Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

21.03. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

21.04. Termination. Tenant may, during the Lease Term, terminate this Lease by giving written notice of such termination to Landlord not less than twelve months prior to the date on which such termination is to occur, it being understood that the Leased Property shall be surrendered in accordance with the provisions of Section 18.01.

21.05. No Obligation of Landlord to Repay Grant Monies. In the event that this Lease is terminated, Landlord shall not be obligated to repay any private monies obtained by Tenant for improvements to the Leased Property.

21.06. Naming Rights; Signage; Extension. Tenant shall not grant, sell or award any naming rights with respect to the Leased Property or any part thereof without the prior written consent of Landlord. Tenant shall not erect, install or attach any signs, exterior lighting, shades, awnings, or fences, or make any other changes to the exterior of the building, at or on the Leased Property without the prior written consent of Landlord.

21.07. Abandonment. Tenant represents that it intends to occupy the Leased Property at all times during the Term of the Lease and, absent termination pursuant to the terms hereof, shall not abandon the Leased Property without the prior written approval of Landlord.

21.08. Financial Information. Tenant shall provide Landlord with a copy of its annual audited financial statements within thirty (30) days after receipt thereof from its independent auditors but no later than May 15 after the end of Tenant's fiscal year. Upon request, Tenant shall provide Landlord with copies of any filings and reports required by federal, state or local authorities, including without limitation, any filings or reports to the Commonwealth of Pennsylvania Department of Education, the State Librarian, or the Internal Revenue Service.

21.09. Authorization by Landlord. Landlord represents that it is duly authorized to enter into this Lease and that this Lease is binding on Landlord in accordance with and subject to the terms and conditions set forth herein.

21.10. Authorization by Tenant. Tenant represents that it is duly organized and existing and is duly authorized to enter into this Lease and that this Lease is binding on Tenant in accordance with and subject to the terms and conditions set forth herein.

21.11. Tenant's Tax Status. Tenant represents and warrants that (i) Tenant is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from federal income tax under Section 501(a) of the Code (the "Tax-Exempt Status"), (ii) Tenant is not a "private foundation" as defined in Section 509(a) of the Code, and (iii) Tenant is organized and operated exclusively for religious, educational, benevolent, fraternal, charitable, or reformatory purposes and not for pecuniary profit, and no part of the net earnings of which inures to the benefit of any person, private stockholder, or individual, within the meaning of subsection 3(a)(4) of the Securities Act of 1933, as amended. Tenant has received a letter from the Internal Revenue Service (the "Determination Letter") classifying it as such an organization. Tenant has not received any notice, written or verbal,

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from representatives of the Internal Revenue Service to the effect that its Tax-Exempt Status has been modified, limited, revoked or suspended, or that the Internal Revenue Service is considering modifying, limiting, revoking, or suspending Tenant's Tax-Exempt Status, and no administrative or judicial proceedings are pending or threatened that directly or indirectly challenge the Tax-Exempt Status of Tenant. Tenant is in compliance with the terms, conditions and limitations of the Determination Letter and has timely filed, and will continue to timely file, with the Internal Revenue Service all tax and information returns required to be filed in order to maintain its Tax-Exempt Status. There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued the Determination Letter relating to Tenant's Tax-Exempt Status of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke, or suspend such determination.

21.12. Use of Leased Property and Activities of Tenant. Tenant shall use the Leased Property only for lawful purposes of Tenant and only as permitted for an organization described in Section 501(c)(3) of the Code. Tenant shall not carry on or permit to be carried on at the Leased Property any unrelated trade or business as defined in Section 513(a) of the Code in any manner or to any extent which would adversely affect the tax-exemption of interest on any tax-exempt bonds issued by Landlord or any other entity with respect to the Leased Property (collectively, the "Tax-Exempt Bonds"). Tenant will take whatever actions are necessary to continue to be organized and operated in a manner that will preserve and maintain its Tax-Exempt Status and will not perform any acts (or fail to perform any acts) or enter into any agreements which would cause any revocation or adverse modification of such Tax-Exempt Status. Tenant shall not carry on or permit to be carried on at the Leased Property or at any other property financed or refinanced with the proceeds of any Tax-Exempt Bonds any trade or business the conduct of which is not substantially related to the exercise or performance by Tenant of purposes or functions described in Section 501(c)(3) of the Code, and will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such unrelated trade or business, action or circumstances would cause the interest paid by on any Tax-Exempt Bonds to be includable in the gross income of the holders thereof for Federal income tax purposes. Without limiting the foregoing, (a) Tenant will not carry on or permit to be carried on in any facilities financed with the proceeds of any Tax-Exempt Bonds any trade or business or other activity the conduct of which would cause the interest on such Tax-Exempt Bonds to be subject to federal income tax, and (b) no portion of the Leased Property has been or will be leased to, or has been or will be the subject of a possessory interest or license or a special legal entitlement in favor of, any person other than a governmental unit or another organization described in Section 501(c)(3) of the Code (a "501(c)(3) Organization") that does not use the Leased Property in an unrelated trade or business under Section 513(a) of the Code, except for general public use as described in Treas. Reg. Section 1.141-3(c) and incidental use as described in Treas. Reg. Section 1.141-3(d)(5). There have been and will be no management, service or incentive payment contracts with any entity other than such a governmental unit or 501(c)(3) Organization under which such entity provides services involving all, a portion of or any function of the Leased Property, except pursuant to an agreement that meets the requirements of Rev. Proc. 2017-13 or any successor thereto. For the purposes of this paragraph, "governmental unit" does not include the United States of America or any agency or instrumentality thereof. Tenant will not purchase, or permit any related person (as defined in Section 147(a)(2) of the Code) to purchase, any Tax-Exempt Bonds issued with

respect to the Leased Premises under any arrangement, formal or informal, in an amount related to the amount of such Tax-Exempt Bonds issued with respect to the Leased Property.

21.13. Survival. The terms and provisions of Articles 6 and 15 shall survive the termination of this Lease to the extent necessary to effectuate the purpose of such terms and provisions.

21.14. Integration; Relation to Memorandum of Understanding. Landlord and Tenant acknowledge that they previously entered into a Memorandum of Understanding dated June 14, 2012 (the "MOU"). Except to the extent expressly provided in this Lease, the terms of the MOU shall remain unchanged and in full force and effect, subject to review by the parties on each third anniversary of the date thereof as provided in the MOU.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

HAVERFORD TOWNSHIP FREE LIBRARY ASSOCIATION

By:_____
name:
title:

TOWNSHIP OF HAVERFORD,
DELAWARE COUNTY, PENNSYLVANIA

By:_____
President of Board of Commissioners

By:_____
Township Manager

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Exhibit A - Description of Land

ALL THAT CERTAIN parcel or tract of land SITUATE in the Township of Haverford, County of Delaware, State of Pennsylvania, as shown on Drawing Number 610-108.01, prepared by the Office of the Township Engineer and being more particularly bounded and described as follows:

BEGINNING at a point, the intersection of the Easterly side of Darby Road and the Northerly side of Mill Road; thence (1) along the Easterly side of Darby Road, North 11 degrees, 16 minutes, 0 seconds West, a distance of 90.88 feet to a point; thence (2) leaving the Easterly side of Darby Road, North 65 degrees, 7 minutes, 0 seconds East, a distance of 96.11 feet to a point; thence (3) North 24 degrees, 53 minutes, 0 seconds West, a distance of 44.16 feet to a point; thence (4) North 65 degrees, 7 minutes, 00 seconds East, a distance of 100 feet to a point; thence (5) South 24 degrees, 53 minutes, 00 seconds East, a distance of 129.13 feet to a point in the aforementioned Northerly side of Mill Road; thence (6) along Northerly side of Mill Road, South 64 degrees, 14 minutes, 00 seconds West, a distance of 217.54 feet to the first mentioned point and place of beginning.

CONTAINING 0.5123 acres of land.

BEING composed partly of the same premises which Luther A. Harr, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Township Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 30th day of September 1937 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, in Deed Book 1047 page 74 granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which William C. Freeman, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Township Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 17th day of March, 1944, and recorded in the Office of the Recorder of Deeds ie., in and for the County of Delaware, in Deed Book 1231 page 554, granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which William C. Freeman, Secretary of Banking of the Commonwealth of Pennsylvania, Receiver of Haverford Title and Trust Company, acting therein by Frank Glatfelter, Deputy Receiver, by Indenture bearing date the 17th day of March, 1944, and recorded in the office of the Recorder of Deeds, ie., in and for the County of Delaware, in Deed Book 1232, page 345, granted and conveyed to Haverford Township Free Library Association, in fee.

BEING further composed partly of the same premises which Haverford Township Free Library Association, by Indenture bearing date the 25th day of April, 1977, and recorded in the office of the Recorder of Deeds, ie., in and for the County of Delaware, in Deed Book 2631, page 837, granted and conveyed to the Township of Haverford, in fee so long as it is used for public library purposes for the free use and benefit of the inhabitants of the Township of Haverford.

ORDINANCE NO. P2-2021

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 175-99, SCHEDULE XXIV: Sticker Parking Only

Amendment:

Vernon Road	**All times**	**Entire Length**

SECTION 2. That Section 175-95, SCHEDULE XX: Special Purpose Parking Zones

Rescind:

In front of 2946 Berkley Road

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 March, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P3-2021

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 a renewal lease agreement with Hockeytown 19083 LLC, Havertown, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart
President

Attest: _____
David R. Burman
Township Manager/ Secretary

LEASE FOR

RENTAL OF THE SKATIUM PRO SHOP

BETWEEN

TOWNSHIP OF HAVERFORD and **HOCKEYTOWN 19083 LLC**

THIS LEASE is made as of the 1st day of April 2021 between the Township of Haverford (referred to as "Landlord") with its principal place of business located at 1014 Darby Road, Havertown, PA 19083, and Hockeytown 19083, LLC, a Pennsylvania limited liability company with its principal place of business located at 7 Pennsylvania Avenue, Havertown, PA 19083 (collectively referred to as "Tenant"). In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Leased Premises.** The Leased Premises are those described as "The Skatium Pro Shop" located at the Skatium, 1018 Darby Road, Havertown, Pennsylvania 19083.

2. **Term.** The term of this lease shall be for a period of **TWENTY-FOUR (24)** months and shall commence on **April 1, 2021** and end on **March 31, 2023**. ("Lease Term")

3. **Rent.** The monthly rent amount for the leased premises is **SEVEN HUNDRED** Dollars ($700.00) per month to commence on April 1, 2021 thru March 31, 2022 and increase to **SEVEN HUNDRED TWENTY** Dollars ($720.00) per month to commence on April 1, 2022 thru March 31, 2023. There will be a 10% late fee assessed against the tenant if the rent is not delivered to the landlord by the 10th of the month.

4. **Security Deposit.** The Tenant shall not be required to make a security deposit to Landlord.

5. **Occupancy and Use**. The Leased Premises shall be solely occupied by Tenant and used as a pro shop providing skating and hockey equipment and services to the users of The Skatium **AS WELL AS THE GENERAL PUBLIC**. Unless otherwise approved by the Skatium Operations Manager, the pro shop must be open and operational during the following events: (i) all family and/or public skating sessions; and (ii) high school or college hockey games. Tenant shall be permitted to open pro shop at any other time during which the Skatium is open to the public and Skatium personnel are working.

6. **Renewal Notice.** Ninety (90) days prior to the end of this Lease, Landlord will either express its desire to not renew the lease or propose terms for an additional two-year period extension. Should tenant not wish to enter into renewal discussions, a written notification of that fact delivered to the Township Manager is required at least ninety (90) days prior to the end of this Lease.

7. **Repairs.** Tenant must take good care of the Leased premises and of all the equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by, or as a result of, any acts or neglect of Tenant, its invitees, and its guests.

Landlord shall be responsible for any repair to the electrical and heating systems resulting from ordinary wear and tear or old age, and to the roof, the supporting walls, and the foundation, floors and plumbing systems, that are the result of ordinary wear and tear or old age. Landlord will replace and install current flooring in leased area with new carpeting during the first six (6) months of the current term. Landlord will consult with tenant as to style and color of carpeting but will be selected at the sole discretion of the Landlord. Tenant shall be responsible for all other repairs required to the interior of the pro shop.

8. **Alterations.** Tenant must have Landlord's written consent before making any alterations, improvements, or installations to the Leased premises. Landlord's written consent for approval of any alterations, improvements, or installations to the Leased premises shall include written approval from the following entities: (i) the Skatium Operations Manager; (ii) the Haverford Township Manager and/or Assistant Township Manager; and (iii) the Haverford Township Code Enforcement Department. The parties must decide, in writing, whether the alteration, installation, or improvement shall be surrendered as part of the premises at the end of the lease or belong to the Tenant. In absence of such writing it shall be assumed that the alteration, installation, or improvement shall be surrendered as part of the premises when the Lease comes to term.

9. **Maintenance.** The Tenant shall maintain the Leased premises in a clean and sanitary condition at all times. At the end of the term, Tenant shall leave the Leased premises in the condition it was received, with the exception of ordinary wear and tear.

10. **Assignment/Subletting**. Tenant may not assign or sublet the Leased Premises without the written consent of the Landlord.

11. **Utilities.** Tenant is responsible for the payment of all **TELECOMMUNICATIONS SERVICES**. Utilities including gas, electric, and water **ARE INCLUDED IN THE MONTHLY RENT PAYMENT.**

12. **Real Estate Taxes.** All property taxes assessed or imposed upon the Leased premises and/or the building of which the Leased premises is a part, during the term of this lease, shall be the responsibility of the Landlord. To the extent the renovations of the leased premises trigger any increase in assessment value of the Property and the imposition of any additional taxes based thereon, it is expressly understood that Tenant shall be solely responsible for such increase real estate taxes.

13. **Landlord's right to re-enter.** The Landlord may, at reasonable times, enter the Leased Premises to inspect it, or make repairs or alterations, and to show to potential buyers, lenders, or tenants. However, the Landlord must get approval from the Tenant to enter the premises if such entry would interfere with the Tenant's use of the Leased Premises.

14. **Pets**. Tenant may not keep or bring pets into the Leased Premises. This restriction does not apply to service pets accompanying disabled customer/business invitee of the Tenant.

15. **Laws and Regulations.** Tenant must comply with all laws, regulations, ordinances that are effective during the term of the lease, pertaining to the use of the Leased premises. All violations on the Leased Premises pre-dating this agreement shall be the sole responsibility of the Landlord. If the Tenant's activities increase the Landlord's insurance premium, Landlord must give notice of such an increase in writing to the Tenant, and Tenant shall in five (5) days, either cease such activities or pay the Landlord for the increase.

16. **Default/Abandonment.**

    a. If the Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written right to cure such default. If the Tenant fails to cure such default within sixty (60) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises, and remove the Tenant, all other occupants, and their possessions.
    b. If Tenant abandons or vacates the Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at its option, relet the Premises. Landlord shall have a duty to mitigate its damages. If the Landlord is unable to relet the Leased Premises for as much rent as would have been paid by the Tenant, during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after the abandonment without liability and apply the proceeds to reduce such difference.

17. **Liability of Landlord and Tenant.** The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees, and licensees. Landlord and its insurance carriers expressly reserve the right to subrogate against Tenant and its agents, employees, contractors, subcontractors, invitees and licensees for any and all acts or neglect.

18. **Insurance and Indemnity.** Tenant shall carry, during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death; and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than $1,000,000 per occurrence, and fire insurance in an amount not less than $500,000 for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises or the occupancy or use by Tenant for the Leased premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

19. **Notices.** All notices, rent payments, request, and other communications under this Lease shall be in writing and shall be sent by first class mail, hand delivery, or as required by law, addressed as follows:

If intended for Landlord:
David Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

If intended for Tenant:
Hockeytown 19083 LLC
7 Pennsylvania Avenue
Havertown, PA 19083

20. **Modification.** This Lease may be modified by a written agreement signed by all parties.

21. **Counterparts**. This Lease may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

22. **Whole Agreement**. All understandings and agreements heretofore had between the parties hereto, whether oral or written, are merged into this Lease, which alone fully and completely expresses their agreement.

23. **Severability.** If any provision of this Lease shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

24. **Governing Law.** This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the Court of Common Pleas of the County of Delaware, Pennsylvania.

IN WITNES WHEREOF, and intending to be legally bound hereby, the parties hereto have executed the Lease on the day and year first above written.

For Landlord, Haverford Township:

_____
David R. Burman
Township Manager/Secretary

_____
Gerard T. Hart, President
Board of Commissioners

For Tenant, Hockeytown 19083, LLC:

_____
Jack Beck

ORDINANCE NO. P4-2021

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 175-97, Schedule XXII: Off-Highway Metered Parking Areas.

Establish: Former Township Building 2325 Darby 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 March, 2021.

TOWNSHIP OF HAVERFORD

_____

BY: Gerard T. Hart
President
Board of Commissioners

_____

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION 2213-2021

pennsylvania DEPARTMENT OF TRANSPORTATION MS-339 (Rev 10/12)	**APPLICATION FOR COUNTY AID**	**PROJECT NUMBER:**

SECTION 1: To be completed by Municipality. Upon completion submit to the County.

THEREFORE BE IT RESOLVED, that we, the Officials of HAVERFORD TOWNSHIP (MUNICIPALITY (NAME)), DELAWARE County, Pennsylvania, in Regular Session, do hereby make application to the County for an allocation of County Liquid Fuels Tax Funds.

PROJECT DESCRIPTION:
2021 ROAD PROGRAM

TOTAL ESTIMATED PROJECT COST: $ 1,250,000.00

ALLOCATION REQUESTED: $ 66,960.00

It is certified by the Municipality and the officers who execute this application that all materials used and work done hereunder shall conform to the current Pennsylvania Department of Transportation Specifications and that all work will be done within the legal right of way or with permission of the abutting property owners.

DULY ADOPTED ON (Date): 02/08/2021

ATTEST: (Seal)

Signature of Municipal Officials

SIGNATURE - SECRETARY/CITY CLERK

1014 DARBY RD, HAVERTOWN, PA 19083
ADDRESS

SECTION 2: To be completed by County Officials. Upon completion, submit to the PA Department of Transportation.

WHEREAS, the County Officials of _____ County, having been presented with the foregoing application for the expenditure of County Liquid Fuels Tax Funds for improvements as indicated above.

THEREFORE BE IT RESOLVED, that we, the said Officials, in Regular Session, agree on behalf of said County to contribute the amount listed below from the County Liquid Fuels Tax Funds toward the above specified project provided that all work done shall conform to the current Pennsylvania Department of Transporation Specifications.

LET IT ALSO BE RESOLVED that we do hereby make application to the Pennsylvania Department of Transportation for an Encumbrance of Liquid Fuels Tax Funds for the amount below if not distributed to the Municipality named above by the end of this calendar year.

DULY ADOPTED ON (Date): _____

ALLOCATION APPROVED: $

ATTEST: (Seal)

Signature of County Officials

SIGNATURE - COUNTY CLERK

ADDRESS

SECTION 3: To be completed by the Pennsylvania Department of Transportation.

APPROVED: _____ **DATE:** _____

MUNICIPAL SERVICES REPRESENTATIVE

FIRE FACILITIES INC
Specialized Training Towers
314 Wilburn Road * Sun Prairie, WI 53590
Phone: 800-929-3726 * Fax: 866-639-7012

INVOICE

Number:	231287	
Order Date	Ship Date	Terms
11/05/20	12/21/20	Net 30 Days
E-mail: LHOWARD@HAVPD.ORG		
Project Code:		

Sold To #: 46995
Haverford Township
LAWRENCE HOWARD
1010 Darby Road
Havertown, PA 19083

Ship To:
HAVERFORD TOWNSHIP TRAINING TOWER
LAWRENCE HOWARD
50 HILLTOP ROAD
HAVERTOWN, PA 19083

Ship Via	SalesPerson	Ship to Contact	Ship to Phone	Customer Ph.	Customer Fax:	PO#	Page: 1
Truck Load	David Tusio	LAWRENCE HOWARD	610/853-1298	(610)853-1298	(484)454-4145		

Item No.	Description	Quantity	Unit	Unit Price	Total Price
WESTEC-277	Westec,Metal, Job Location: HAVERTOWN, PA Model: Metal	1	EA	48,215.00	48,215.00
FRT	Freight	1	EA	3,144.00	3,144.00

Bill To: Haverford Township
LAWRENCE HOWARD
1010 Darby Road
Havertown, PA 19083

Subtotal:	51,359.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Deposits Applied :	0.00
Total:	51,359.00

Invoice

Berriochoa Construction Inc.
741 Selden St
Columbus, WI 53925 US
berriochoa1@outlook.com

BILL TO
officer Lawrence Howard
Haverford Township Bureau of fire
1010 Darby Road
Havertown, PA 19083

SHIP TO
officer Lawrence Howard
Haverford Township Bureau of fire
1010 Darby Road
Havertown, PA 19083

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
CM 244	12/08/2020	$34,000.00	12/08/2020	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/08/2020	**Labor**	Installation of materials reference proposal number #5136	1	34,000.00	34,000.00

BALANCE DUE **$34,000.00**

HAVERFORD TOWNSHIP POLICE DEPT.
Memorandum

DATE: January 25, 2021

TO: Dave Burman

FROM: John Viola

SUBJECT: Audio/Visual upgrades

Request for approval: See attached quotes from Applied Video Technology 2218 Kimberton Road Kimberton, PA 19442.

Installation of video monitoring/recording equipment in prisoner interview room and Detectives interview room.
COSTARS # 034-027 in amount of $27,739.00

Technology upgrades in the police training room/EOC, adding speaker system, microphone, networking equipment, in the amount of $13,548.00

Funding is coming from the Police Departments Federal Confiscation funds.

AVT

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ23139-01	12/11/20
Account Manager	
Mike Coxe	

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298;1260
Email rmaclary@havtwp.org
Fax

Qty	Manufacturer	Description		Unit Price	Ext. Price
		Police Interrogation Rooms Audio Visual System			
			INTERROGATION ROOM A		
1	Marshall	CV420-30X-IP	Fixed Camera	$1,374.00	$1,374.00
1	Marshall	CVM-15	Wall-Mount Plate for Fixed Camera	$12.00	$12.00
1	Marshall	CVM-7	7-inch Wall-Mounted Locking Arm for Fixed Camera	$29.00	$29.00
1	Kramer	CP-AOCH/60-131	Active Optical HDMI Cable	$366.00	$366.00
1	Audix	M3W	Tri-element hanging Mic, white	$937.00	$937.00
1	Extron	TLP Pro 525M	5" Wall-Mounted Touch Panel (Black)	$914.00	$914.00
			INTERROGATION ROOM B		
1	Marshall	CV420-30X-IP	Fixed Camera	$1,374.00	$1,374.00
1	Marshall	CVM-15	Wall-Mount Plate for Fixed Camera	$12.00	$12.00
1	Marshall	CVM-7	7-inch Wall-Mounted Locking Arm for Fixed Camera	$29.00	$29.00
1	Kramer	CP-AOCH/60-131	Active Optical HDMI Cable	$366.00	$366.00
1	Audix	M3W	Tri-element hanging Mic, white	$937.00	$937.00
1	Extron	TLP Pro 525M	5" Wall-Mounted Touch Panel (Black)	$914.00	$914.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
			HEAD-END		
1	CFE	RACK	EQUIPMENT RACK - CUSTOMER FURNISHED HARDWARE	$0.00	$0.00
2	Extron	60-1324-01	SMP 351 Standard Version, 80GB Internal SSD, USB Recording	$2,753.00	$5,506.00
1	Extron	60-1911-01	IPCP Pro 250 xi IP Link Pro Control Processor	$684.00	$684.00
2	Extron	60-190-01	RSU 129 Rack-Shelf for Control Processor & DSP's	$81.00	$162.00
2	Extron	60-1054-01	DMP 64 6x4 ProDSP Processor	$920.00	$1,840.00
1	Marshall	M-LYNX-702-V3	Dual 7"Rack-Mount HDMI Confidence Monitor	$659.00	$659.00
1	Marshall	AR-AM4-BG-2	4-Input Rack-Mount Audio Monitor	$448.00	$448.00
1	Luxul	AMS-1208P	PoE+ Switch	$325.00	$325.00
1	Middle Atlantic	PD-915R	Rack-Mount Power Distribution	$99.00	$99.00
			AVT TECHNICAL SERVICES		
1	AVT	MIP	All Required System Cabling, Connectors and Miscellaneous Hardware	$1,765.00	$1,765.00
1	AVT	INSTALL	All Required Technical Services	$8,987.00	$8,987.00
1	AVT	FREIGHT	Shipping and Freight for All Above Hardware	$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.

SubTotal	$27,739.00
Sales Tax	$0.00
Total	**$27,739.00**

Quoted By: Mike Coxe

Quote Date: 12/11/2020

Credit Card No.

Accepted By:

Date

Purchase Order No.

Exp Date

3-digit C.V.V.

AVT

APPLIED VIDEO TECHNOLOGY

QUOTE

Quote #	Quote Date
AVTQ21510-03	12/11/20
Account Manager	
Mike Coxe	

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298
Email rmaclary@havtwp.org
Fax

Qty	Manufacturer		Description	Unit Price	Ext. Price
			Police Training Rooms **Audio Visual System**		
			DISPLAYS		
2	CFE	MONITOR	WALL-MOUNTED 55" MONITOR - CUSTOMER FURNISHED EQUIPMENT	$0.00	$0.00
			AV INFRASTRUCTURE		
1	Extron	DTP Crosspoint 82 4K	Matrix Switcher	$4,604.00	$4,604.00
2	Extron	DTP T HWP 4K 231 D	HDMI over CAT Transmitter Wall Plate (Color TBD)	$345.00	$690.00
2	Extron	DTP HDMI 4K 230 Rx	HDMI over CAT Receiver	$276.00	$552.00
2	CFE	CABLE STB	CABLE SET TOP BOX - CUSTOMER FURNISHED EQUIPMENT	$0.00	$0.00
			AUDIO		
1	Extron	XPA U 1002-70V	Amplifier	$518.00	$518.00
4	JBL	CONTROL 24CT	Ceiling Speaker	$102.00	$408.00
			CONTROL & NETWORKING		
2	Extron	NBP 100	Network Button Panel Controller	$432.00	$864.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
1	Extron	IPCP Pro 250 xi	Control Processor	$684.00	$684.00
1	Extron	RSU 126	Rack-Kit for Control Processor	$81.00	$81.00
1	Luxul	AMS-1208P	PoE+ Switch	$325.00	$325.00
			FURNITURE		
1	Middle Atlantic	DWR-12-22PD	Wall-Mount Equipment Rack with Locking Front Door	$611.00	$611.00
1	Middle Atlantic	PD-915R	Rack-Mount Power Distribution	$99.00	$99.00
			AVT TECHNICAL SERVICES		
1	AVT	MIP	All Required System Cabling, Connectors and Miscellaneous Hardware	$625.00	$625.00
1	AVT	INSTALL	All Required Technical Services	$3,487.00	$3,487.00
1	AVT	FREIGHT	Shipping and Freight for All Above Hardware	$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.

SubTotal	$13,548.00
Sales Tax	$0.00
Total	**$13,548.00**

Quoted By: Mike Coxe

Quote Date: 12/11/2020

Credit Card No.

Accepted By:

Date

Purchase Order No.

Exp Date

3-digit C.V.V.

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 POLICE DEPT.
Memorandum

DATE: January 27, 2021

TO: Dave Burman

FROM: Chief John Viola

SUBJECT: 2021 VEHICLE PURCHASE

Request that Hondru Ford 300 South Main Street Manheim PA 17545. Pennsylvania COSTARS Contract 13-003 be awarded the contract for:

One (1) 2021 Ford Police Interceptor Utility AWD with Hybrid Engine

Total purchase price: $ 38,800.00

Quotes on file

MINUTES

REGULAR MEETING **February 8, 2021**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

VIA ZOOM

1. **Opening of Meeting – Gerard T. Hart, President opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal/personnel matter.**

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

    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 Township Manager, Chief John Viola, Deputy Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer, Dave Pennoni, Township Engineer and Janet Boccella, Civil Service Administrator.

    b. **Pledge of Allegiance**

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

Comments submitted were read by Commissioner Hart and all pertained to the Brookline School (see attachment).

Request by Commissioner Hart and seconded by Commissioner Quinn to move Item #5 up. All Commissioners voted Aye.

Civil Service Commission **Lieutenant Promotion**

Mrs. Boccella, Civil Service Administrator, presented two names from the already approved Lieutenant list: Sgts. Eugene Dolan and Dennis Donnelly

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to promote Sergeant Eugene Dolan to the position of Lieutenant.

Roll Called.

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

3. <u>Presentations</u>:

<u>Haverford Township Adult School</u>

Marcia Wiker, President and Stefanie Ainge Hahn, Vice President

Presentation revolved around membership, finances, classes offered and search for new classes. Classes have been offered virtual. They continue to ask residents to learn, grow and connect.

<u>Brian Barrett - Parks & Recreation</u> – township fields/lights

Mr. Barrett highlighted (see attached report) of fields and lighting in the township.

Discussion began among Commissioners.

4. <u>Police Department</u> **Reappoint Chief of Police/Emergency Management Coordinator John Viola**

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to reappoint Chief of Police/Emergency Management Coordinator John Viola to a two-year contract effective January 14, 2021 and ending on January 13, 2023.

Roll Called.

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

6. Township Auditor Update – Mr. Anderson reviewed the expenses and warrants and found no irregularities.

7. David R. Burman – Township Manager Update

Mr. Burman stated that the Public Works Department had a tough week with the winter storm. They worked 48 to 50 hours. He then turned his update over to Paramedic Director Jim McCans to provide a vaccine update. Delaware County has provided 27,000 doses; with pharmacies now receiving the vaccine. Everyone is reminded to sign up on the Chester County website or call 484-276-2100.

8. Approval of Minutes Reorganization Meeting of January 4, 2021
Regular Meeting Minutes of January 11, 2021

Motion made by Commissioner Wechsler and seconded by Commissioner McCloskey to adopt the Reorganization Meeting Minutes of January 4, 2021 and the Regular Meeting Minutes of January 11, 2021.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #2-2021 totaling $3,243,430.50

General & Sewer fund Payroll for January 21, 2021 in the amount of $787,838.08
General & Sewer fund Payroll for February 4, 2021 in the amount of $655,543.08
General Fund disbursements #2-2021 in the amount of $1,494,401.11
Sewer Fund disbursements #2-2021 in the amount of $28,104.49
Community Development Block Grant Fund disbursement #2-2021 in the amount of $68,684.10
Capital Projects Fund disbursement #2-2021 in the amount of $193,562.17
ACH – PA Office of Unemployment Benefits in the amount of $3,221.38
Credit Card Statement ending January 27,2021 in the amount of $12,076.09

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

10. Settlements and Stipulations of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 245 West Chester Pike (D.C. Folio #22-02-00676-01) pending in the Court of Common Pleas of Delaware County, No. 2020-009273; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 116 Township Line Road (D.C. Folio #22-09-0376-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009358; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of Carole Landis & Lester R. Garnas' tax

assessment appeal for property located at 243 Valley Ridge Drive (D.C. Folio #22-04-00696-66) pending in the Court of Common Pleas of Delaware County, No. 2014-11380 AND in the matter of Joseph Swift & Cathy Swift's tax assessment appeal for property located at 117

Green Lane (D.C. Folio #22-04-00451-53). Both cases consolidated as No. 2014-11378; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

11. <u>Ordinance No. P1-2021</u> Lease – Haverford Township Free Library (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

12. <u>Ordinance No. P2-2021</u> Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the 1st Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

<u>Amendment</u>: <u>Sticker Parking Only</u>

Vernon Road	**All times**	**Entire Length**

Rescind: Special Purposes Parking Zones

In front of 2946 Berkley Road

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

13. Ordinance No. P3-2021 Skatium – Renewal/ProShop Lease (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

14. Ordinance No. P4-2021 Traffic (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Roll Called.

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

15. Resolution No. 2213-2021 2021 Liquid Fuels Funding

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2213-2021 authorizing the filing of an application with the County of Delaware for allocation of the County Liquid Fuels Tax Funds, in the amount of $66,960.00.

Roll Called.

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

16. Authorization

Former Brookline School

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to authorize the Township Manager and Township Engineer to take necessary steps to solicit bids for the demotion of the former Brookline School.

The Board of Commissioners are only voting to solicit BIDS.

Roll Called.

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

Parks and Recreation

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to authorize temporary lighting at Karakung Field for Havertown Little League; subject to BID requirements.

Roll Called.

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

Commissioner Hart voted No.

17. Contract/Purchases

Bureau of Fire

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve purchase of fire-resistant materials for extensive renovations being performed at the fire training tower from Fire Facilities, Inc, Sun Prairie, WI in the amount of $51,359.00

Roll Called.

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to approve installation services pertaining to extensive renovations being performed at the fire training tower from Berriochoa Construction, Inc, Columbus, WI in the amount of $34,000.00.

Roll Called.

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

Police Department

Audio/Visual Equipment

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve Applied Video Technology, 2218 Kimberton Road, Kimberton, PA, to install video/audio recording and monitoring equipment in two Police Interrogation rooms, under Co-Stars Contract #: 034-027, in the amount of $27,739.00 and

Install networking and speaker/amplifier in Police Training Room/Emergency Operations Center, under Co-Stars Contract #: 034-027, in the amount of $13,548.00.

Funding for both projects is from Federal confiscation funds.

Roll Called.

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

Vehicle Purchase

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to authorize the purchase of One (1) 2021 Ford Police Interceptor Utility AWD with Hybrid Engine, from Hondru Ford, 300 South Main Street, Manheim PA, under PA Co-Stars Contract 13-003 in the amount of $38,800.00. Quotes on file.

Roll Called.

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

18. Appointments

Civil Service Solicitor

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to appoint James McAndrews, Esquire, to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Roll Called.

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

Commissioner Siegel recused himself.

Historical Commission

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to accept the recommendation of Jack Garrett to fill an unexpired four-year term as the Planning Commission Representative on the Historical Commission to expire December 31, 2022.

Roll Called.

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

Senior Citizens Advisory Board

Ward 1 _____

Ward 3 **Margaret Lang**

Ward 7 _____

Vacancy Committee – the following appointment was TABLED.

Motion made by Commissioner and seconded by Commissioner to appoint _____ to serve on the Vacancy Committee for a one-year term to expire December 31, 2021.

Roll Called.

Solar Ad Hoc Committee

Commissioner Holmes made a motion to appoint all five individuals that submitted their resumes for the length of the project: Victor Donnay, Jill Baxter, Jen Leith, Ben Suplee and Noel Smyth and was seconded by Commissioner McCloskey.

Roll Called.

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

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

Suzanna Barucco – Brookline School – (see attachment)

Ross Anderson – thanked the Public Works Department for the great job they performed in the snow clean up.

20. New business

Commissioner Wechsler presented the Bureau of Fire's monthly report.

21. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio congratulated Chief Viola on his new contract.

Commissioner D'Emilio will hold a virtual constituent meeting on February 10th.

He thanked the Public Works Department for the great job they did with the snow. He reminded residents to wait until the plows have come by before they shovel.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva also thanked the Public Works Department and the Police Department.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey also thanked the Public Works Department.

He stated that the Board took a large stop in appointing the Solar Adhoc Committee and purchasing a hybrid Police vehicle.

Commissioner McCloskey reminded everyone to please wear your masks and be cautious.

Dan Siegel, Esquire – 4th Ward Commissioner

Nothing to report this month.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis asked Mr. Burman and Chief McCans to reach out and help those that have no access to vaccine sign up protocols; possibly weekly. We need to educate the public.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes thanked the Public Works Department

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also thanked the Public Works Department. They work hard with less compensation and the next day, they are picking up trash.

He congratulated and thanked the Hilltop Civic Association for helping seniors.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked the Public Works Department and also congratulated Gene Dolan on his promotion.

Gerard T. Hart, M.D. – 9th Ward Commissioner

Commissioner Hart congratulated Chief Viola. He also agreed with Commissioner Holmes that the township is moving forward with the Brookline School and is still open to hear individual comments.

22. All Commissioners agreed to adjourn.

Citizens Comments Attached

Gloria Cugini

From: Susan Baraldi <suebaraldi@verizon.net>
Sent: Sunday, February 07, 2021 3:39 PM
To: Info
Subject: Public Comment

Hello

My question for the Board of Commissioners for 2/8/21 is:

Considering that the deed transfer of Brookline School from the School District to the Township contained a "reverter clause," which PA state law requires whenever a School District transfers one of its properties to a Township, in that the property must to be returned to the School District in the event it is not going to be used for a public purpose, how can the Township plan to destroy Brookline School be justified when the township has no public purpose plan for the property?

Thank you, Susan Baraldi

Gloria Cugini

From: Ryan Crow <ryan.crow@gmail.com>
Sent: Sunday, February 07, 2021 8:07 PM
To: Info
Cc: Gerard Hart
Subject: Public Comment

I live directly across Sagamore Road from the Brookline school. As such, I have several comments and questions regarding demolition of the school:

1. Will public input or review be solicited in the selection of the demolition contractor?
2. Although the asbestos has been remediated, the Brookline School almost certainly contains lead paint and other hazardous materials. How will the township ensure the demolition is safe for nearby residents and leaves the site uncontaminated for future use?
3. Will the RFP/RFQ require the contractor to fully remediate the site (i.e. fill in the hole, plant grass, etc.) even if the ultimate use of the lot remains undetermined at the time of demolition?
4. Will the ultimate contract for the demolition include performance based fee payments or other incentives to encourage timely, safe completion of the work?

Sincerely,

Ryan Crow
504 Sagamore Rd, Havertown, PA 19083

Gloria Cugini

From: Tom Lipko <ot437sch@aim.com>
Sent: Monday, February 08, 2021 9:00 AM
To: Info
Subject: Brookline School

Regarding to proposed demolition of the Brookline School, although the entire building cannot be pragmatically saved, I suggest setting aside some of the facade stones and perhaps the blocks with the school's name to construct a planter or other municipal fixture to commemorate the school's history.

Gloria Cugini

From: ANTHONY MORINELLI <tmorinelli@verizon.net>
Sent: Monday, February 08, 2021 1:43 PM
To: Info
Subject: Public Comment

Gentlemen,

Any thought to demolish the Brookline School is unconscionable. The Brookline School stands as a monument to the very history of Brookline and its creation as one of the first planned communities. Its stones exemplify the American Colonial revival architecture of the early 20th century. Its halls educated almost one hundred years of Brookline's children. It is the Alma Mater, the nourishing mother, of this entire Brookline community. It is our past, our present and must continue into the future. This current body of commissioners, however, is transitory. It has no right to demolish what has stood long before their time and beyond their collective ken. Any such destructive notion is short sighted and ill-informed.

Attributing the inability to repurpose the school to technical regulations is a specious argument at best. Legal regulations are not determined by natural law, they are human constructions and as such can be altered and replaced. To alter the prohibiting regulations requires only thoughtfulness and willingness to execute such modifications.

The greatest error by this commission was not to move the library to the Brookline School and along with the library to create a community center that would accommodate Surrey and spaces for any number of much needed public services. Indeed, spending funds on the current library with its unalterable faults underscores the same lack of long-term vision that proposes the demolition of the Brookline School.

This commission is not the owner of the Brookline School. The Brookline School and its history is in this commissions trust. As such this commission is under the obligations of stewardship. Furthermore, and in the same vein, few of this board were born and raised here or have families who have lived here for more than one generation. Thus, there is little, if any, generational community memory. Without a community foresight founded on a collective knowledge of the past no decision to demolish that past can be morally and ethically justified.

Tony Morinelli
Harford Hall

Gloria Cugini

From: Ulf & Rebecca Timme <beckyulf@gmail.com>
Sent: Monday, February 08, 2021 3:44 PM
To: Info
Subject: Public Comment

Dear Board of Commissioners,

In an email on Sunday, Feb. 7th, 2021, 8th ward Commissioner Gerry Hart wrote of the Brookline School that "Haverford Township took over possession from the School District in 2018 after learning of the District's plan to sell the site."

At the time, the state of the Brookline School had deteriorated due to decades of neglect. The poor condition of the Brookline School was a direct result of decisions, and reluctance to maintain the property, by the School District.

Now, 2+ years later, the Township has been prevented from moving forward on a promising opportunity to repurpose the Brookline School due to a reverter clause that stipulates, "the property to be returned to the School District in the event it is not going to be used for a public purpose." The promising opportunity to preserve the building was to solicit bids from private developers for possible conversion to apartments, as was done with the Llanerch School.

Given the facts, I believe there are two paths forward:

1. Return Brookline School to the School District, as stipulated in the clause, and **encourage the School District to sell the site (excl. fields), as originally intended**. Sale of the site would:
    - generate revenue for taxpayers and the School District alike (a private developer estimated Brookline property value at $1.75M; Llanerch School sold for $442,000 in 2015)
    - preserve an historic and impressive building in our township
    - provide a use from which the community benefits i.e. apartments/housing, possible daycare, aftercare, extended care option to half day kindergarten (if the School District were to put such contingencies on the sale)
    - keep beloved fields for community access
    - maintain the fabric of the neighborhood and restore the site to its once attractive state
    - generate new tax revenue to the township for years to come

2. Demolish the building. Demolition would:
    - incur a significant expense of $500,000+ (incl. asbestos removal already completed), a cost entirely absorbed by taxpayers and the Township
    - Loss of a historic and impressive building in our township

Why not agree with the School District to reconsider the Brookline School and **sell the property as an asset which represents a financial gain for the community** or at the very least, **request that the School District share the burden for the cost of demolition**? Ultimately, it was the School District's responsibility through decades of neglect that resulted in the deterioration of the site, therefore, the School District should bear a portion of the cost of demolition.

Summary	Plan A	Plan B
	sell Brookline	demolish Brookline
estimated sale price	$1,750,000	$0
demolition cost	$0	$500,000
Township	$0	-$500,000
School District	+$1,750,000	TBD
Plan B incurs $2,250,000 loss for Township/School District		

Most Sincerely,
Rebecca Timme
1201 Edgewood Rd.

Gloria Cugini

From: Colette <csbannan@verizon.net>
Sent: Monday, February 08, 2021 3:55 PM
To: Info
Subject: Fw: Commissioners Meeting Monday

Dear Members of the Board of Commissioners:
I am writing to urge a re-consideration of the vote to bid on the demolition of the Brookline School on Earlington Road. There are many reasons to save the building, but the most important one right now is one of money and taxpayer savings. Our township will lose out on millions of potential dollars if we do not take developers up on their interest in turning the building into lucrative apartments. There is a hot market right now for these types of buildings for adaptive re-use. Many developers have expressed interest and one gave a rough ballpark of the building alone being worth $1.75M. The millennials this Township needs to attract are accustomed to living in and frequenting such sites in the city.

It appears the choices are a) the Township could elect to go back to the original transfer agreement with the school district and renegotiate it to allow for subdividing the parcel with a developer taking over the building and the Township retaining the fields for open or park space; or b) to have the ownership of the entire property revert back to the School District. The Township has no obvious public use for for the site, now that it has decided not to build a library there. Then the School District could be the beneficiary of such a lucrative sale.

There are many community uses that are needed in the Township right now, the most dire of which is daycare and after care. It's unfortunate that the Board does not intend to address these needs right now, but understandable that perhaps we let the school district either pursue them or financially benefit from such a sale after the disruptive year we have had.

I also want to comment that the ad hoc committee established last year to come up with some alternatives to demolition has also been affected by this disruptive year. This year has not been the most ideal for holding committee meetings, doing any kind of research with the State, or holding meetings with other stakeholders in the community. The committee was only able to meet four times and, understandably, preferred to meet for short periods of time. Even so, we came up with a number of possible solutions, the most viable of which appeared to be to the sale of the building to a developer who would value it. Other options considered were turning the building over to an already existing nonprofit entity for community use or establishing a new Township-sponsored nonprofit to find grant funding to manage the building for community use.

It was a shock that after such a short amount of work time, a bid for demolition is so close at hand. Yes, the building has been neglected for decades and continues to deteriorate; it doesn't help that it is now used for practice by fire and police. Boards on windows have been put up in the last couple of months making it even more of an eyesore. But the entire neighborhood will be affected by the building's absence - the alteration of viewsheds and increased noise

pollution. Without a buffer along busy Earlington Road, users of the field will feel far more exposed.
Other neighboring townships and private developers see worth in local historic architectural and cultural fabric. Can't this Board do the same?

Colette Bannan
334 Sagamore

----- Forwarded Message -----
From: Haverford Township <info@havtwp.org>
To: "csbannan@verizon.net" <csbannan@verizon.net>
Sent: Saturday, February 6, 2021, 04:22:44 PM EST
Subject: Commissioners Meeting Monday

Haverford Township News and Information
February 6, 2021

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! View as Webpage

Commissioners' Meeting Monday

Board of Commissioners Meeting
Monday at 7 PM

This meeting will be broadcast as a live webinar using Zoom. Those who would like view the webinar must register by clicking here. After registering, you will receive a confirmation email that will include a link to the webinar and a telephone number if you have trouble accessing the internet.

We are inviting public comment during the webinar. You may register in advance to speak on a specific Agenda item at the beginning of the meeting. The Board has established a 20 minute limit for all registered speakers.

Residents viewing the webinar may also utilize Zoom's "raise your hand" feature during the continuation of the public comment period near the end of the meeting. Speakers must provide their name and address at the beginning of their comments. Comments will be limited to three minutes and speakers will be automatically silenced at the conclusion of the three minute timer.

Residents may also email their questions and comments in advance to info@havtwp.org or deliver them to the Board of Commissioners, 1014 Darby Road, Havertown, PA 19083. Please include the words "Public Comment" in your subject line. Comments will be accepted until 4 PM on the day of the meeting.

How to view with the best quality:

For the best quality, tune in to the Township's Government Access Channels: channel #38 for Verizon customers and channel #5 for Comcast. Likewise, the meeting will be recorded and available for viewing on the Township's YouTube channel.

This meeting will take place virtually. Although the Commissioners and Township staff have been invited to meet in-person, they are not required to do so during the COVID-19 Pandemic

and may participate remotely. Those who attend in-person will be required to follow federal, state and local guidelines.

Summarized Agenda:

- Opening of Meeting
- Citizens Forum - 20 Minutes Registered Speakers Agenda Items Only
- Reappoint Chief of Police/Emergency Management Coordinator John Viola
- Civil Service Commission - Lieutenant Promotion
- Township Auditor Update
- Township Manager Update
- Approval of Minutes - Reorganization Meeting of January 4, 2021
- Approval of Minutes - Regular Meeting Minutes of January 11, 2021
- Approval of Warrants
- Legal: Settlements and Stipulations of Counsel – Tax Assessment Appeals
- Ordinance No. P1-2021 - Lease – Haverford Township Free Library (2nd Reading)
- Ordinance No. P2-2021 - Traffic (1st Reading)
- Ordinance No. P3-2021 - Skatium – Renewal/ProShop Lease (1st Reading)
- Ordinance No. P4-2021 - Traffic (1st Reading)
- Resolution No. 2213-2021 - 2021 Liquid Fuels Funding
- Authorization to Solicit Bids for Demolition of Former Brookline School
- Authorization for Temporary Lighting at Karakung Field
- Purchases/Contracts - New Fire Resistant Panels at Fire Training Tower
- Purchases/Contracts - Authorization for Audio/Visual Equipment for Police Training Room/Emergency Operations Center
- Purchases/Contracts - 2021 Ford Police Interceptor Hybrid
- Appointments to Boards and Commissions
- Continuation of Citizen's Forum
- New business
- Other business
- Adjourn

Township of Haverford | 1014 Darby Road, Havertown, PA 19083

Unsubscribe csbannan@verizon.net

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Gloria Cugini

From: johnoriente3@yahoo.com
Sent: Monday, February 08, 2021 4:00 PM
To: Info
Subject: PUBLIC COMMENT

Since I have a love of and respect for old buildings such as this I have followed for years the township's dilemma over this issue. I like to think outside the box, so I am going to throw out to you — for what it's worth — what I consider to be an unusual suggestion. I'll be as brief as possible. Why not demolish just the inside of the building but save the four walls, which is where the true beauty of the building exists, and possibly save the roof as well if that's in reasonably good shape. So of course the next question would be what are we to do with four beautiful walls with nothing inside? Quite possibly a lot I believe. A few ideas and pluses: could have our farm market inside those four walls. Plenty of room for that function. Could use it for some of the township's concerts and festivals such as the Italian festival which I believe was last held on the parking lot at the Saint Dennis church on Eagle Road. Virtually any outdoor event could be held there. It would definitely be unique: being able to walk into an old historic building and yet still be outside so to speak. The possibilities would be limited only to one's imagination. The site could even be rented out for weddings, parties etc. and help make additional money for the township. Maintenance cost would be low. I've spoken to a few residents about my thoughts on this and they agreed with me and think it would be an enhancement to the community. And then there's something you can't put a price on – the fact that it will be a conversation piece, something unique and one of a kind in Haverford Township. New York might have the Statue of Liberty and Philly might have the Liberty Bell and Paris might have the Eiffel tower, but Havertown would have the Brookline Four Walls! This would keep a lot of Township residents happy, those who have expressed a desire to save this historic building, while at the same time sparing the township the exorbitant expense of having to spend millions on renovations and bringing it up to code. This promotes the township's past and at the same time moves it ahead with a future idea that could benefit most of the township's residents.

One other quick thought. I'm very proud of the township's Parks and Recreation but to the best of my knowledge I don't think there's a bocce court anywhere that I know of. Why not put a bocce court on the outside of the Brookline Four Walls? The game of bocce has seen a resurgence over the last decade. I myself have been an avid bocce player for many years and can attest to the fact that bocce attracts people of all ages, it's very intergenerational, quickly learned, and just plain fun. Not everyone can learn basketball or football or tennis quickly but everyone can be playing an official game of bocce and having fun within minutes, I have found over the years that bocce draws people of all backgrounds together easily, comfortably and establishes new friendships. One of my closest friends for over 20 years, a basically shy and introverted person, I met because he saw me playing bocce in an open field in a state park and asked me what it was. We would eventually end up playing as teammates for many years. He always said that the only reason we had the opportunity to become friends was because of bocce John Oriente
620 E. Manoa Rd

8 February 2021

Honorable Commissioners:

I am once again urging you to think creatively about the future of the Brookline School.

I participated in the Brookline School Ad Hoc Committee which met monthly from June to October 2020 to discuss options for occupancy and use of the school. It was not until the Board of Commissioners meeting last week, however, that I learned of the reverter clause in the contract between the School District and the Township, signed in 2018. I understand the challenge presented by the "reverter clause," but still believe that there may be options for preservation and adaptive reuse of the Brookline School.

1) Radnor Township faced a similar situation trying to preserve a township-owned mansion house called The Willows. Radnor Township solicited an RFP for a public-private partnership use for the site to maintain public use and access. That effort didn't yield a use, but it raised and renewed awareness of the importance of the resource to the township and residents. Today The Willows is being restored through a public/private partnership: https://willowsparkpreserve.org/
I'm not saying this is an exact blueprint for the Brookline School, but it's an example of creative thinking and a commitment to finding a solution.

2) Seek an agreement with the School District that the school would revert back to the District through the reverter clause with the understanding that the Township will purchase school outright. The Township could purchase the school and then sell it to a private developer.

> 2A) The School District could also sell the school to a 501(c)(3) (such as the Preservation Alliance for Greater Philadelphia or the Lower Merion Conservancy) as a pass through to the township. The School code does not require that the deed from a school district to a 501(c)(3) entity include a reverter clause.

Returning the Brookline School to use can only benefit the township by:

- Generating tax revenue
- Providing a use to benefit the community (senior housing has been identified as a real need in the township)
- Maintaining the historic character of the Brookline community

Demolishing the building will:

- Cost the Township $500,000 (yet provide no benefit for that investment)
- Remove a protective barrier to the fields behind the school
- Diminish the historic character of the Brookline community

3) Mothball the building until the comprehensive planning process is completed.

4) Mothball the building until a plan for the site is approved. More times than not historic buildings are demolished and conceptual plans are never realized. At the very least, Township residents and neighbors of the Brookline School deserve something more than a vacant lot that has the potential to have a negative impact on the neighborhood character and value.

Thank you.

Suzanna Barucco
805 Clifford Avenue
Ardmore

Attachment

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

2325 DARBY ROAD HAVERTOWN, PA 19083-2251

February 8, 2021

RECUSAL STATEMENT

Pursuant to 65 Pa.C.S. 1103, I recuse myself from any participation or vote on matters pertaining to the selection of the Civil Service Solicitor for calendar year 2021 because of a professional conflict of interest.

Respectfully submitted.

DANIEL J. SIEGEL

Attachment 8

Haverford Township Fields with lights

Field	Game Lights	Organization
Genthert Field	Game Baseball/softball	Brooklline Baseball
Hav Res Baseball turf (90 foot)	Game baseball	HTBL (Hilltop)/Hav Sch
Hav Res Softball Field	Game softball	HTSL/HHS
Hav Res Multi turf	Game soccer/lax/football	HSC/Blaze/Rec Dept/HHS/HYF/Delco Gaels
	Practice Lights	
Glendale Field	lights for soccer/football	HSC/St.Dots CYO
Grange Field	2 lights Football	Annunciation CYO
Merwood	2 lights Football	St.Denis CYO

HSC	Haverford Soccer Club	Soccer
HTBL	Haverford Township Baseball	Baseball (age 13-15)
HTSL	Haverford Township Softball	Softball (high school)
HHS	Haverford High School	Field hockey, softball, various others
Blaze	Blaze Lacrosse	lacrosse
HYF	Haverford Youth Football	Football/Cheer
Delco Gaels	Delco Gaels Irish Football	Irish Football

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, February 08, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, March 1, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, March 1, 2021

7:00 P.M.

Commissioners Committee Updates

Police Department – Crime Update

Bureau of Fire - Update

Next Week:

Ordinance No. P2-2021	**Traffic (2nd Reading)**
Ordinance No. P3-2021	**Lease Renewal – Skatium ProShop (2nd Reading)**
Ordinance No. P4-2021	**Traffic (2nd Reading)**
Ordinance No. P5-2021	**Traffic (1st Reading)**
Resolution No. 2214-2021	**Transfer of 2020 Funds**
Resolution No. 2215-2021	**Recreation Department Multimodal Grant Application – Reparian Buffer**
Resolution No. 2216-2021	**Recreation Department Multimodal Grant Application – Walking Path at Polo Field**

Civil Service Commission: Article III. Applications and Qualifications

Tax Settlements & Stipulations of Counsel

Contracts - Improvements to Federal School – BID Opening is March 1, 2021

Wynnefield Drive Flood Mitigation Study

Purchases – Public Works Department

Appointments

Senior Citizens Advisory Board – Wards 1 and 7

Shade Tree Commission – 1 position

Vacancy Committee – 1 position

Proclamations: Paul Becker – 100-Year-old Birthday Milestone

March as National Nutrition Month in Haverford Township

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, PAUL BECKER was born February 11, 1921 in Philadelphia, Pennsylvania – PAUL has reached his "100 Year Birthday" milestone; and

WHEREAS, **upon graduation from Central High School, in Philadelphia, in 1938, he worked at the Philadelphia Navy Yard as an airplane engineer inspector, deemed essential work to the war effort; and**

WHEREAS, **Paul enlisted in the Army Air Force in 1943 under a program allowing qualified high school graduates to train for elite positions on Air Force bombers. He trained as a bombardier and was commissioned a 2nd Lieutenant. He was undergoing radar training when the war ended and was honorably discharged. He returned to the Navy Yard as a catapult inspector and eventually a supervisory engineering technician at the Naval Air Engineering Center, also based at the Navy Yard; and**

WHEREAS, **He and his wife, Evelyn, were married for 73 years and inseparable until her death in 2019 at the age of 95. They moved to 244 Clamar Avenue in 1964. He still resides there. They raised three daughters, all graduates of Haverford Senior High School. Paul's secret to a long and happy marriage - "Keep your mouth shut.". He made pancakes from scratch every Saturday morning of his married life; and**

WHEREAS, **in their retirement, Paul and Evelyn traveled the world and the country. They drove cross country countless times, often tent camping, well into his eighties. Together they visited nearly every one of the nation's national parks that can be reached by car. He inscribed the names of each park he visited on one of the many walking sticks he has made for himself and others; and**

WHEREAS, **Paul famously can do it all – the ultimate handyman whose expertise was sought by his family and friends.**

NOW, THEREFORE, BE IT PROCLAIMED, **that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offers our deepest congratulations to PAUL BECKER and wish him continued health and happiness.**

PROCLAIMED this 11th day of February. 2021.

TOWNSHIP OF HAVERFORD
Board of Commissioners

By: Gerard T. Hart, M.D. President

By: William F. Wechsler
9th Ward Commissioner

Attested by: David R. Burman, Township Manager

ORDINANCE NO. P5-2021

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

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

SECTION 2. That Section 175-83 Schedule VIII: Stop Intersections on Lynnewood Drive at the intersection of Maryland Avenue, which would make this a 3-way stop intersection.

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 April, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2214-2021

RESOLVED, that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, hereby authorizes transfers to be made between accounts of the 2020 Budget as set forth below:

General Fund Expenditure Increases		
Human Resources (406)	$	10,000
General Fund Expenditure Decreases		
Administration (400)	$	(10,000)
Change in Expenditures Grand Total	$	-

Resolved, this 8th day of March, A.D., 2021.

TOWNSHIP OF HAVERFORD

_____

Gerard T. Hart, MD
President, Board of Commissioners

ATTEST:

_____

David R. Burman
Township Manager/Secretary

Resolution No. 2215-2021

Township of Haverford

Riparian Buffer Restoration along Darby and Karakung Creek

Now, therefore, be it resolved, that Haverford Township hereby requests a Riparian Forest Buffer Grant in the amount of $50,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for Riparian Buffer restoration along Darby and Karakung Creek.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 8th day of March, A.D. 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

Resolution No. 2216-2021

Township of Haverford

Constructing a Walking Path at Polo Field

Now, therefore, be it resolved, that Haverford Township hereby requests a construction grant in the amount of $125,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a walking path around Polo Field.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 8th day of March, A.D. 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, March 8, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

AGENDA

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

March 8, 2021
Monday, 7:00 p.m.
Township of Haverford

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

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

3. **Proclamation: Paul Becker – 100-Year-old Birthday Milestone**

   March as National Nutrition Month in Haverford Township

   Announcement – End of April – Arbor Day

4. **Presentation by EAC**

5. **Bureau of Fire Update**

6. **Township Auditor Update**

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

8. **Approval of Minutes** **Regular Meeting Minutes of February 8, 2021**

Motion: to approve the Regular Meeting Minutes of February 8, 2021

Voting order **1** **2** **3** **4** **5** **6** **9** **7** **8**

9. Approval of Warrants

Motion: to approve the following warrant #3-2021 totaling $3,590,310.29

General & Sewer fund Payroll for February 18, 2021 in the amount of $745,641.92
General & Sewer fund Payroll for March 4, 2021 in the amount of $712,446.76
General Fund disbursements #3-2021 in the amount of $1,256,480.13
Sewer Fund disbursements #3-2021 in the amount of $620,584.68
Community Development Block Grant Fund disbursement #3-2021 in the amount of $97,835.32
Capital Projects Fund disbursement #3-2021 in the amount of $150,835.32
Credit Card Statement ending February 27, 2021 in the amount of $6,486.16

Voting order 1 2 3 4 5 6 9 7 8

10. Tax Settlements & Stipulations of Counsel

Motion: to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 568 Lancaster Avenue (D.C. Folio #22-05-00453-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009382; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

11. Ordinance No. P2-2021 **Traffic (2ND Reading)**

Motion: to adopt the 2ND Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

Amendment: Sticker Parking Only

Vernon Road All times Entire Length

Rescind: Special Purposes Parking Zones

In front of 2946 Berkley Road

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P3-2021 **Skatium – Renewal/ProShop Lease (2nd Reading)**

Motion: to adopt the second reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P4-2021 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P5-2021 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

Voting order 1 2 3 4 5 6 9 7 8

Stop Intersection:

on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.

Voting order 1 2 3 4 5 6 9 7 8

15. Ordinance No. P6-2021 Civil Service Regulation Change (1st Reading)

Motion: to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.

Voting order 1 2 3 4 5 6 9 7 8

16. Resolution No. 2214-2021 Transfer of 2020 Funds

Motion: to adopt Resolution No. 2214 - 2021 authorizing the transfer of 2020 funds.

Voting order 1 2 3 4 5 6 9 7 8

17. Resolution No. 2215-2021 — **Recreation Department – Multimodal Grant Application**

Motion: to adopt Resolution No. 2215-2021 requesting a Reparian Forest Buffer Grant in the amount of $50,000 from the PA Department of Conservation and Natural Resources to be used for Reparian Buffer restoration along Darby and Karakung Creek and designating Brian Barrett, Director, Parks and Recreation Department as the official to execute all documents and agreements between the township and the PA Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 6 9 7 8

18. Resolution No. 2216-2021 — **Recreation Department – Multimodal Grant Application**

Motion: to adopt Resolution No. 2216-2021 requesting a construction grant in the amount of $125,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a walking path around Polo Field 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 6 9 7 8

19. Resolution No. 2217-2021 — **Zero Waste– Use of Incinerator in Chester**

Motion: to adopt Resolution No. 2217-2021 that the Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, it evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice.

Voting order 1 2 3 4 5 6 9 7 8

20. Contracts:

Improvements to Federal School

Motion: to award the Federal School Improvements contract to L. J. Paolella Construction, Inc., Brookhaven, PA, in the amount of $62,950.00; submitting the lowest responsible bid.

Work to be funded by CDBG and monies available in the Historic Structures account within the Capital Projects fund.

Voting order 1 2 3 4 5 6 9 7 8

21. Purchases - Vehicles

Motion: to authorize the purchase of the following vehicles:

Recreation Department: One (1) Ford F550 Crew Cab Lowboy Dump Truck with 9' Western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $76,375.00.

Highway Department: One (1) F550 Regular Cab Lowboy Dump truck with 9' western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $73,950.00.

One (1) International Cab and Chassis HV507 for full size Dump truck from Hunter International, Logan Township, NJ, under CoStars #025-102, in the amount of $86,009.01.

One (1) Stainless Steel Dump Body with 10' plow and spreader for Chassis above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $68,205.00.

Sewer Department: One (1) International Cab and Chassis MV607 for Sewer Jet Truck, from Hunter Truck, Logan Township, NJ, under CoStars #025-102, in the amount of $88,073.00.

One (1) Super Products Jet Truck Body Model #108-SPRP-WC for above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $195,433.00.

Sanitation Department: One (1) International Cab and Chassis HV607 SBA, from G.L. Sayers, Inc, Conshohocken, PA, under CoStars #025-017, in the amount of $98,893.00.

One (1) 20 Yard Leach Trash/Recycling Body mounted on the above, from Granturk Equipment, Bridgeport, PA, under CoStars #025-046, in the amount of $79,845.50.

Voting order 1 2 3 4 5 6 9 7 8

22. Wynnefield Drive Flood Mitigation Study

Motion: to award the Wynnefield Drive Flood Mitigation Study RFP to _____, in the amount of $_____.

Voting order 1 2 3 4 5 6 9 7 8

23. Appointments

Senior Citizens Advisory Board

Ward 1 _____

Ward 7 _____

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three (3) year term to expire December 31, 2023.

Voting order 1 2 3 4 5 6 9 7 8

Vacancy Committee

Motion: to appoint _____ to serve a one (1) year term on the Vacancy Committee to expire December 31, 2021.

Voting order 1 2 3 4 5 6 9 7 8

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

25. New business

26. Other business

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, PAUL BECKER was born February 11, 1921 in Philadelphia, Pennsylvania – PAUL has reached his "100 Year Birthday" milestone; and

WHEREAS, upon graduation from Central High School, in Philadelphia, in 1938, he worked at the Philadelphia Navy Yard as an airplane engineer inspector, deemed essential work to the war effort; and

WHEREAS, Paul enlisted in the Army Air Force in 1943 under a program allowing qualified high school graduates to train for elite positions on Air Force bombers. He trained as a bombardier and was commissioned a 2nd Lieutenant. He was undergoing radar training when the war ended and was honorably discharged. He returned to the Navy Yard as a catapult inspector and eventually a supervisory engineering technician at the Naval Air Engineering Center, also based at the Navy Yard; and

WHEREAS, He and his wife, Evelyn, were married for 73 years and inseparable until her death in 2019 at the age of 95. They moved to 244 Clamar Avenue in 1964. He still resides there. They raised three daughters, all graduates of Haverford Senior High School. Paul's secret to a long and happy marriage - "Keep your mouth shut.". He made pancakes from scratch every Saturday morning of his married life; and

WHEREAS, in their retirement, Paul and Evelyn traveled the world and the country. They drove cross country countless times, often tent camping, well into his eighties. Together they visited nearly every one of the nation's national parks that can be reached by car. He inscribed the names of each park he visited on one of the many walking sticks he has made for himself and others; and

WHEREAS, Paul famously can do it all – the ultimate handyman whose expertise was sought by his family and friends.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offers our deepest congratulations to PAUL BECKER and wish him continued health and happiness.

PROCLAIMED this 11th day of February. 2021.

TOWNSHIP OF HAVERFORD
Board of Commissioners

By: Gerard T. Hart, M.D. President

By: William F. Wechsler
9th Ward Commissioner

Attested by: David R. Burman, Township Manager

National Nutrition Month 2021

National Nutrition Month® is a nutrition, education and information campaign created annually in March by the Academy of Nutrition and Dietetics. The campaign focuses attention on the importance of making informed food choices and developing sound eating and physical activity habits.

Proclamation

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, takes pride in those that reach out and serve their community; and

WHEREAS, food is the substance by which life is sustained; and

WHEREAS, the type, quality and amount of food that individuals consume each day plays a vital role in the overall health and fitness; and

WHEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices;

NOW, the Board of Commissioners of Haverford Township

DO HEREBY PROCLAIM, the month of March NATIONAL NUTRITION MONTH® in Haverford Township, Pennsylvania, and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

PROCLAIMED this 8th day of March, A.D., 2021.

Township of Haverford Board of Commissioners

By: Gerard T. Hart MD, President

Conor Quinn, Vice President

Attested by: David R. Burman, Township Manager

Arbor Day Proclamation

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperatures, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees are renewable resources giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, Haverford Township Board of Commissioners, do hereby proclaim the last Friday in April as

Arbor Day

in Haverford Township, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, the Board of Commissioners of the Township of Haverford urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, President

Attest: David R. Burman
Township Manager

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

February 8, 2021
Monday, 7:00 p.m.
Township of Haverford

VIA ZOOM

1. **Opening of Meeting – Gerard T. Hart, President opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal/personnel matter.**

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

   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 Township Manager, Chief John Viola, Deputy Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer, Dave Pennoni, Township Engineer and Janet Boccella, Civil Service Administrator.

   b. **Pledge of Allegiance**

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

Comments submitted were read by Commissioner Hart and all pertained to the Brookline School (see attachment).

Request by Commissioner Hart and seconded by Commissioner Quinn to move Item #5 up. All Commissioners voted Aye.

Civil Service Commission **Lieutenant Promotion**

Mrs. Boccella, Civil Service Administrator, presented two names from the already approved Lieutenant list: Sgts. Eugene Dolan and Dennis Donnelly

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to promote Sergeant Eugene Dolan to the position of Lieutenant.

Roll Called.

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

3. Presentations:

Haverford Township Adult School

Marcia Wiker, President and Stefanie Ainge Hahn, Vice President

Presentation revolved around membership, finances, classes offered and search for new classes. Classes have been offered virtual. They continue to ask residents to learn, grow and connect.

Brian Barrett - Parks & Recreation – township fields/lights

Mr. Barrett highlighted (see attached report) of fields and lighting in the township.

Discussion began among Commissioners.

4. Police Department **Reappoint Chief of Police/Emergency Management Coordinator John Viola**

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to reappoint Chief of Police/Emergency Management Coordinator John Viola to a two-year contract effective January 14, 2021 and ending on January 13, 2023.

Roll Called.

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

6. Township Auditor Update – Mr. Anderson reviewed the expenses and warrants and found no irregularities.

7. David R. Burman – Township Manager Update

Mr. Burman stated that the Public Works Department had a tough week with the winter storm. They worked 48 to 50 hours. He then turned his update over to Paramedic Director Jim McCans to provide a vaccine update. Delaware County has provided 27,000 doses; with pharmacies now receiving the vaccine. Everyone is reminded to sign up on the Chester County website or call 484-276-2100.

8. Approval of Minutes Reorganization Meeting of January 4, 2021
Regular Meeting Minutes of January 11, 2021

Motion made by Commissioner Wechsler and seconded by Commissioner McCloskey to adopt the Reorganization Meeting Minutes of January 4, 2021 and the Regular Meeting Minutes of January 11, 2021.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #2-2021 totaling $3,243,430.50

General & Sewer fund Payroll for January 21, 2021 in the amount of $787,838.08
General & Sewer fund Payroll for February 4, 2021 in the amount of $655,543.08
General Fund disbursements #2-2021 in the amount of $1,494,401.11
Sewer Fund disbursements #2-2021 in the amount of $28,104.49
Community Development Block Grant Fund disbursement #2-2021 in the amount of $68,684.10
Capital Projects Fund disbursement #2-2021 in the amount of $193,562.17
ACH – PA Office of Unemployment Benefits in the amount of $3,221.38
Credit Card Statement ending January 27,2021 in the amount of $12,076.09

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

10. Settlements and Stipulations of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 245 West Chester Pike (D.C. Folio #22-02-00676-01) pending in the Court of Common Pleas of Delaware County, No. 2020-009273; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 116 Township Line Road (D.C. Folio #22-09-0376-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009358; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of Carole Landis & Lester R. Garnas' tax

assessment appeal for property located at 243 Valley Ridge Drive (D.C. Folio #22-04-00696-66) pending in the Court of Common Pleas of Delaware County, No. 2014-11380 AND in the matter of Joseph Swift & Cathy Swift's tax assessment appeal for property located at 117

Green Lane (D.C. Folio #22-04-00451-53). Both cases consolidated as No. 2014-11378; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

11. Ordinance No. P1-2021 **Lease – Haverford Township Free Library (2nd Reading)**

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P1-2021 authorizing the lease of certain township grounds; Haverford Township Free Library.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

12. Ordinance No. P2-2021 **Traffic (1st Reading)**

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the 1st Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

Amendment: Sticker Parking Only

Vernon Road	**All times**	**Entire Length**

Rescind: Special Purposes Parking Zones

In front of 2946 Berkley Road

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

13. Ordinance No. P3-2021 Skatium – Renewal/ProShop Lease (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

14. Ordinance No. P4-2021 Traffic (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Roll Called.

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

15. Resolution No. 2213-2021 2021 Liquid Fuels Funding

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to adopt Resolution No. 2213-2021 authorizing the filing of an application with the County of Delaware for allocation of the County Liquid Fuels Tax Funds, in the amount of $66,960.00.

Roll Called.

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

16. Authorization

Former Brookline School

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to authorize the Township Manager and Township Engineer to take necessary steps to solicit bids for the demotion of the former Brookline School.

The Board of Commissioners are only voting to solicit BIDS.

Roll Called.

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

Parks and Recreation

Motion made by Commissioner Oliva and seconded by Commissioner Lewis to authorize temporary lighting at Karakung Field for Havertown Little League; subject to BID requirements.

Roll Called.

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

Commissioner Hart voted No.

17. Contract/Purchases

Bureau of Fire

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve purchase of fire-resistant materials for extensive renovations being performed at the fire training tower from Fire Facilities, Inc, Sun Prairie, WI in the amount of $51,359.00

Roll Called.

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

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to approve installation services pertaining to extensive renovations being performed at the fire training tower from Berriochoa Construction, Inc, Columbus, WI in the amount of $34,000.00.

Roll Called.

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

Police Department

Audio/Visual Equipment

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve Applied Video Technology, 2218 Kimberton Road, Kimberton, PA, to install video/audio recording and monitoring equipment in two Police Interrogation rooms, under Co-Stars Contract #: 034-027, in the amount of $27,739.00 and

Install networking and speaker/amplifier in Police Training Room/Emergency Operations Center, under Co-Stars Contract #: 034-027, in the amount of $13,548.00.

Funding for both projects is from Federal confiscation funds.

Roll Called.

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

Vehicle Purchase

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to authorize the purchase of One (1) 2021 Ford Police Interceptor Utility AWD with Hybrid Engine, from Hondru Ford, 300 South Main Street, Manheim PA, under PA Co-Stars Contract 13-003 in the amount of $38,800.00. Quotes on file.

Roll Called.

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

18. Appointments

Civil Service Solicitor

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to appoint James McAndrews, Esquire, to serve as Civil Service Solicitor for a one-year term to expire December 31, 2021.

Roll Called.

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

Commissioner Siegel recused himself.

Historical Commission

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to accept the recommendation of Jack Garrett to fill an unexpired four-year term as the Planning Commission Representative on the Historical Commission to expire December 31, 2022.

Roll Called.

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

Senior Citizens Advisory Board

Ward 1 _____

Ward 3 **Margaret Lang**

Ward 7 _____

Vacancy Committee – the following appointment was TABLED.

Motion made by Commissioner and seconded by Commissioner to appoint _____ to serve on the Vacancy Committee for a one-year term to expire December 31, 2021.

Roll Called.

Solar Ad Hoc Committee

Commissioner Holmes made a motion to appoint all five individuals that submitted their resumes for the length of the project: Victor Donnay, Jill Baxter, Jen Leith, Ben Suplee and Noel Smyth and was seconded by Commissioner McCloskey.

Roll Called.

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

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

Suzanna Barucco – Brookline School – (see attachment)

Ross Anderson – thanked the Public Works Department for the great job they performed in the snow clean up.

20. New business

Commissioner Wechsler presented the Bureau of Fire's monthly report.

21. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio congratulated Chief Viola on his new contract.

Commissioner D'Emilio will hold a virtual constituent meeting on February 10th.

He thanked the Public Works Department for the great job they did with the snow. He reminded residents to wait until the plows have come by before they shovel.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva also thanked the Public Works Department and the Police Department.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey also thanked the Public Works Department.

He stated that the Board took a large stop in appointing the Solar Adhoc Committee and purchasing a hybrid Police vehicle.

Commissioner McCloskey reminded everyone to please wear your masks and be cautious.

Dan Siegel, Esquire – 4th Ward Commissioner

Nothing to report this month.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis asked Mr. Burman and Chief McCans to reach out and help those that have no access to vaccine sign up protocols; possibly weekly. We need to educate the public.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes thanked the Public Works Department

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also thanked the Public Works Department. They work hard with less compensation and the next day, they are picking up trash.

He congratulated and thanked the Hilltop Civic Association for helping seniors.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked the Public Works Department and also congratulated Gene Dolan on his promotion.

Gerard T. Hart, M.D. – 9th Ward Commissioner

Commissioner Hart congratulated Chief Viola. He also agreed with Commissioner Holmes that the township is moving forward with the Brookline School and is still open to hear individual comments.

22. All Commissioners agreed to adjourn.

Citizens Comments Attached

Gloria Cugini

From: Susan Baraldi <suebaraldi@verizon.net>
Sent: Sunday, February 07, 2021 3:39 PM
To: Info
Subject: Public Comment

Hello

My question for the Board of Commissioners for 2/8/21 is:

Considering that the deed transfer of Brookline School from the School District to the Township contained a "reverter clause," which PA state law requires whenever a School District transfers one of its properties to a Township, in that the property must to be returned to the School District in the event it is not going to be used for a public purpose, how can the Township plan to destroy Brookline School be justified when the township has no public purpose plan for the property?

Thank you, Susan Baraldi

Gloria Cugini

From: Ryan Crow <ryan.crow@gmail.com>
Sent: Sunday, February 07, 2021 8:07 PM
To: Info
Cc: Gerard Hart
Subject: Public Comment

I live directly across Sagamore Road from the Brookline school. As such, I have several comments and questions regarding demolition of the school:

1. Will public input or review be solicited in the selection of the demolition contractor?
2. Although the asbestos has been remediated, the Brookline School almost certainly contains lead paint and other hazardous materials. How will the township ensure the demolition is safe for nearby residents and leaves the site uncontaminated for future use?
3. Will the RFP/RFQ require the contractor to fully remediate the site (i.e. fill in the hole, plant grass, etc.) even if the ultimate use of the lot remains undetermined at the time of demolition?
4. Will the ultimate contract for the demolition include performance based fee payments or other incentives to encourage timely, safe completion of the work?

Sincerely,

Ryan Crow
504 Sagamore Rd, Havertown, PA 19083

Gloria Cugini

From: Tom Lipko <ot437sch@aim.com>
Sent: Monday, February 08, 2021 9:00 AM
To: Info
Subject: Brookline School

Regarding to proposed demolition of the Brookline School, although the entire building cannot be pragmatically saved, I suggest setting aside some of the facade stones and perhaps the blocks with the school's name to construct a planter or other municipal fixture to commemorate the school's history.

Gloria Cugini

From: ANTHONY MORINELLI <tmorinelli@verizon.net>
Sent: Monday, February 08, 2021 1:43 PM
To: Info
Subject: Public Comment

Gentlemen,

Any thought to demolish the Brookline School is unconscionable. The Brookline School stands as a monument to the very history of Brookline and its creation as one of the first planned communities. Its stones exemplify the American Colonial revival architecture of the early 20th century. Its halls educated almost one hundred years of Brookline's children. It is the Alma Mater, the nourishing mother, of this entire Brookline community. It is our past, our present and must continue into the future. This current body of commissioners, however, is transitory. It has no right to demolish what has stood long before their time and beyond their collective ken. Any such destructive notion is short sighted and ill-informed.

Attributing the inability to repurpose the school to technical regulations is a specious argument at best. Legal regulations are not determined by natural law, they are human constructions and as such can be altered and replaced. To alter the prohibiting regulations requires only thoughtfulness and willingness to execute such modifications.

The greatest error by this commission was not to move the library to the Brookline School and along with the library to create a community center that would accommodate Surrey and spaces for any number of much needed public services. Indeed, spending funds on the current library with its unalterable faults underscores the same lack of long-term vision that proposes the demolition of the Brookline School.

This commission is not the owner of the Brookline School. The Brookline School and its history is in this commissions trust. As such this commission is under the obligations of stewardship. Furthermore, and in the same vein, few of this board were born and raised here or have families who have lived here for more than one generation. Thus, there is little, if any, generational community memory. Without a community foresight founded on a collective knowledge of the past no decision to demolish that past can be morally and ethically justified.

Tony Morinelli
Harford Hall

Gloria Cugini

From: Ulf & Rebecca Timme <beckyulf@gmail.com>
Sent: Monday, February 08, 2021 3:44 PM
To: Info
Subject: Public Comment

Dear Board of Commissioners,

In an email on Sunday, Feb. 7th, 2021, 8th ward Commissioner Gerry Hart wrote of the Brookline School that "Haverford Township took over possession from the School District in 2018 after learning of the District's plan to sell the site."

At the time, the state of the Brookline School had deteriorated due to decades of neglect. The poor condition of the Brookline School was a direct result of decisions, and reluctance to maintain the property, by the School District.

Now, 2+ years later, the Township has been prevented from moving forward on a promising opportunity to repurpose the Brookline School due to a reverter clause that stipulates, "the property to be returned to the School District in the event it is not going to be used for a public purpose." The promising opportunity to preserve the building was to solicit bids from private developers for possible conversion to apartments, as was done with the Llanerch School.

Given the facts, I believe there are two paths forward:

1. Return Brookline School to the School District, as stipulated in the clause, and **encourage the School District to sell the site (excl. fields), as originally intended**. Sale of the site would:
    - generate revenue for taxpayers and the School District alike (a private developer estimated Brookline property value at $1.75M; Llanerch School sold for $442,000 in 2015)
    - preserve an historic and impressive building in our township
    - provide a use from which the community benefits i.e. apartments/housing, possible daycare, aftercare, extended care option to half day kindergarten (if the School District were to put such contingencies on the sale)
    - keep beloved fields for community access
    - maintain the fabric of the neighborhood and restore the site to its once attractive state
    - generate new tax revenue to the township for years to come

2. Demolish the building. Demolition would:
    - incur a significant expense of $500,000+ (incl. asbestos removal already completed), a cost entirely absorbed by taxpayers and the Township
    - Loss of a historic and impressive building in our township

Why not agree with the School District to reconsider the Brookline School and **sell the property as an asset which represents a financial gain for the community** or at the very least, **request that the School District share the burden for the cost of demolition**? Ultimately, it was the School District's responsibility through decades of neglect that resulted in the deterioration of the site, therefore, the School District should bear a portion of the cost of demolition.

Summary	Plan A	Plan B
	sell Brookline	demolish Brookline
estimated sale price	$1,750,000	$0
demolition cost	$0	$500,000
Township	$0	-$500,000
School District	**+$1,750,000**	TBD
Plan B incurs $2,250,000 loss for Township/School District		

Most Sincerely,
Rebecca Timme
1201 Edgewood Rd.

Gloria Cugini

From: Colette <csbannan@verizon.net>
Sent: Monday, February 08, 2021 3:55 PM
To: Info
Subject: Fw: Commissioners Meeting Monday

Dear Members of the Board of Commissioners:
I am writing to urge a re-consideration of the vote to bid on the demolition of the Brookline School on Earlington Road. There are many reasons to save the building, but the most important one right now is one of money and taxpayer savings. Our township will lose out on millions of potential dollars if we do not take developers up on their interest in turning the building into lucrative apartments. There is a hot market right now for these types of buildings for adaptive re-use. Many developers have expressed interest and one gave a rough ballpark of the building alone being worth $1.75M. The millennials this Township needs to attract are accustomed to living in and frequenting such sites in the city.

It appears the choices are a) the Township could elect to go back to the original transfer agreement with the school district and renegotiate it to allow for subdividing the parcel with a developer taking over the building and the Township retaining the fields for open or park space; or b) to have the ownership of the entire property revert back to the School District. The Township has no obvious public use for for the site, now that it has decided not to build a library there. Then the School District could be the beneficiary of such a lucrative sale.

There are many community uses that are needed in the Township right now, the most dire of which is daycare and after care. It's unfortunate that the Board does not intend to address these needs right now, but understandable that perhaps we let the school district either pursue them or financially benefit from such a sale after the disruptive year we have had.

I also want to comment that the ad hoc committee established last year to come up with some alternatives to demolition has also been affected by this disruptive year. This year has not been the most ideal for holding committee meetings, doing any kind of research with the State, or holding meetings with other stakeholders in the community. The committee was only able to meet four times and, understandably, preferred to meet for short periods of time. Even so, we came up with a number of possible solutions, the most viable of which appeared to be to the sale of the building to a developer who would value it. Other options considered were turning the building over to an already existing nonprofit entity for community use or establishing a new Township-sponsored nonprofit to find grant funding to manage the building for community use.

It was a shock that after such a short amount of work time, a bid for demolition is so close at hand. Yes, the building has been neglected for decades and continues to deteriorate; it doesn't help that it is now used for practice by fire and police. Boards on windows have been put up in the last couple of months making it even more of an eyesore. But the entire neighborhood will be affected by the building's absence - the alteration of viewsheds and increased noise

pollution. Without a buffer along busy Earlington Road, users of the field will feel far more exposed.
Other neighboring townships and private developers see worth in local historic architectural and cultural fabric. Can't this Board do the same?

Colette Bannan
334 Sagamore

----- Forwarded Message -----
From: Haverford Township <info@havtwp.org>
To: "csbannan@verizon.net" <csbannan@verizon.net>
Sent: Saturday, February 6, 2021, 04:22:44 PM EST
Subject: Commissioners Meeting Monday

Haverford Township News and Information
February 6, 2021

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! View as Webpage

Commissioners' Meeting Monday

Board of Commissioners Meeting
Monday at 7 PM

This meeting will be broadcast as a live webinar using Zoom. Those who would like view the webinar must register by clicking here. After registering, you will receive a confirmation email that will include a link to the webinar and a telephone number if you have trouble accessing the internet.

We are inviting public comment during the webinar. You may register in advance to speak on a specific Agenda item at the beginning of the meeting. The Board has established a 20 minute limit for all registered speakers.

Residents viewing the webinar may also utilize Zoom's "raise your hand" feature during the continuation of the public comment period near the end of the meeting. Speakers must provide their name and address at the beginning of their comments. Comments will be limited to three minutes and speakers will be automatically silenced at the conclusion of the three minute timer.

Residents may also email their questions and comments in advance to info@havtwp.org or deliver them to the Board of Commissioners, 1014 Darby Road, Havertown, PA 19083. Please include the words "Public Comment" in your subject line. Comments will be accepted until 4 PM on the day of the meeting.

How to view with the best quality:

For the best quality, tune in to the Township's Government Access Channels: channel #38 for Verizon customers and channel #5 for Comcast. Likewise, the meeting will be recorded and available for viewing on the Township's YouTube channel.

This meeting will take place virtually. Although the Commissioners and Township staff have been invited to meet in-person, they are not required to do so during the COVID-19 Pandemic

and may participate remotely. Those who attend in-person will be required to follow federal, state and local guidelines.

Summarized Agenda:

- Opening of Meeting
- Citizens Forum - 20 Minutes Registered Speakers Agenda Items Only
- Reappoint Chief of Police/Emergency Management Coordinator John Viola
- Civil Service Commission - Lieutenant Promotion
- Township Auditor Update
- Township Manager Update
- Approval of Minutes - Reorganization Meeting of January 4, 2021
- Approval of Minutes - Regular Meeting Minutes of January 11, 2021
- Approval of Warrants
- Legal: Settlements and Stipulations of Counsel – Tax Assessment Appeals
- Ordinance No. P1-2021 - Lease – Haverford Township Free Library (2nd Reading)
- Ordinance No. P2-2021 - Traffic (1st Reading)
- Ordinance No. P3-2021 - Skatium – Renewal/ProShop Lease (1st Reading)
- Ordinance No. P4-2021 - Traffic (1st Reading)
- Resolution No. 2213-2021 - 2021 Liquid Fuels Funding
- Authorization to Solicit Bids for Demolition of Former Brookline School
- Authorization for Temporary Lighting at Karakung Field
- Purchases/Contracts - New Fire Resistant Panels at Fire Training Tower
- Purchases/Contracts - Authorization for Audio/Visual Equipment for Police Training Room/Emergency Operations Center
- Purchases/Contracts - 2021 Ford Police Interceptor Hybrid
- Appointments to Boards and Commissions
- Continuation of Citizen's Forum
- New business
- Other business
- Adjourn

Township of Haverford | 610-446-1000 | 1014 Darby Road, Havertown PA 19083

Township of Haverford | 1014 Darby Road, Havertown, PA 19083

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Gloria Cugini

From: johnoriente3@yahoo.com
Sent: Monday, February 08, 2021 4:00 PM
To: Info
Subject: PUBLIC COMMENT

Since I have a love of and respect for old buildings such as this I have followed for years the township's dilemma over this issue. I like to think outside the box, so I am going to throw out to you — for what it's worth — what I consider to be an unusual suggestion. I'll be as brief as possible. Why not demolish just the inside of the building but save the four walls, which is where the true beauty of the building exists, and possibly save the roof as well if that's in reasonably good shape. So of course the next question would be what are we to do with four beautiful walls with nothing inside? Quite possibly a lot I believe. A few ideas and pluses: could have our farm market inside those four walls. Plenty of room for that function. Could use it for some of the township's concerts and festivals such as the Italian festival which I believe was last held on the parking lot at the Saint Dennis church on Eagle Road. Virtually any outdoor event could be held there. It would definitely be unique: being able to walk into an old historic building and yet still be outside so to speak. The possibilities would be limited only to one's imagination. The site could even be rented out for weddings, parties etc. and help make additional money for the township. Maintenance cost would be low. I've spoken to a few residents about my thoughts on this and they agreed with me and think it would be an enhancement to the community. And then there's something you can't put a price on – the fact that it will be a conversation piece, something unique and one of a kind in Haverford Township. New York might have the Statue of Liberty and Philly might have the Liberty Bell and Paris might have the Eiffel tower, but Havertown would have the Brookline Four Walls! This would keep a lot of Township residents happy, those who have expressed a desire to save this historic building, while at the same time sparing the township the exorbitant expense of having to spend millions on renovations and bringing it up to code. This promotes the township's past and at the same time moves it ahead with a future idea that could benefit most of the township's residents.

One other quick thought. I'm very proud of the township's Parks and Recreation but to the best of my knowledge I don't think there's a bocce court anywhere that I know of. Why not put a bocce court on the outside of the Brookline Four Walls? The game of bocce has seen a resurgence over the last decade. I myself have been an avid bocce player for many years and can attest to the fact that bocce attracts people of all ages, it's very intergenerational, quickly learned, and just plain fun. Not everyone can learn basketball or football or tennis quickly but everyone can be playing an official game of bocce and having fun within minutes, I have found over the years that bocce draws people of all backgrounds together easily, comfortably and establishes new friendships. One of my closest friends for over 20 years, a basically shy and introverted person, I met because he saw me playing bocce in an open field in a state park and asked me what it was. We would eventually end up playing as teammates for many years. He always said that the only reason we had the opportunity to become friends was because of bocce John Oriente
620 E. Manoa Rd

8 February 2021

Honorable Commissioners:

I am once again urging you to think creatively about the future of the Brookline School.

I participated in the Brookline School Ad Hoc Committee which met monthly from June to October 2020 to discuss options for occupancy and use of the school. It was not until the Board of Commissioners meeting last week, however, that I learned of the reverter clause in the contract between the School District and the Township, signed in 2018. I understand the challenge presented by the "reverter clause," but still believe that there may be options for preservation and adaptive reuse of the Brookline School.

1) Radnor Township faced a similar situation trying to preserve a township-owned mansion house called The Willows. Radnor Township solicited an RFP for a public-private partnership use for the site to maintain public use and access. That effort didn't yield a use, but it raised and renewed awareness of the importance of the resource to the township and residents. Today The Willows is being restored through a public/private partnership: https://willowsparkpreserve.org/
I'm not saying this is an exact blueprint for the Brookline School, but it's an example of creative thinking and a commitment to finding a solution.

2) Seek an agreement with the School District that the school would revert back to the District through the reverter clause with the understanding that the Township will purchase school outright. The Township could purchase the school and then sell it to a private developer.

> 2A) The School District could also sell the school to a 501(c)(3) (such as the Preservation Alliance for Greater Philadelphia or the Lower Merion Conservancy) as a pass through to the township. The School code does not require that the deed from a school district to a 501(c)(3) entity include a reverter clause.

Returning the Brookline School to use can only benefit the township by:

- Generating tax revenue
- Providing a use to benefit the community (senior housing has been identified as a real need in the township)
- Maintaining the historic character of the Brookline community

Demolishing the building will:

- Cost the Township $500,000 (yet provide no benefit for that investment)
- Remove a protective barrier to the fields behind the school
- Diminish the historic character of the Brookline community

3) Mothball the building until the comprehensive planning process is completed.

4) Mothball the building until a plan for the site is approved. More times than not historic buildings are demolished and conceptual plans are never realized. At the very least, Township residents and neighbors of the Brookline School deserve something more than a vacant lot that has the potential to have a negative impact on the neighborhood character and value.

Thank you.

Suzanna Barucco
805 Clifford Avenue
Ardmore

Attachment

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY

2325 DARBY ROAD HAVERTOWN, PA 19083-2251

February 8, 2021

RECUSAL STATEMENT

Pursuant to 65 Pa.C.S. 1103, I recuse myself from any participation or vote on matters pertaining to the selection of the Civil Service Solicitor for calendar year 2021 because of a professional conflict of interest.

Respectfully submitted.

DANIEL J. SIEGEL

Attachment 8

Haverford Township Fields with lights

Field	Game Lights	Organization
Genthert Field	Game Baseball/softball	Brooklline Baseball
Hav Res Baseball turf (90 foot)	Game baseball	HTBL (Hilltop)/Hav Sch
Hav Res Softball Field	Game softball	HTSL/HHS
Hav Res Multi turf	Game soccer/lax/football	HSC/Blaze/Rec Dept/HHS/HYF/Delco Gaels
	Practice Lights	
Glendale Field	lights for soccer/football	HSC/St.Dots CYO
Grange Field	2 lights Football	Annunciation CYO
Merwood	2 lights Football	St.Denis CYO

HSC	Haverford Soccer Club	Soccer
HTBL	Haverford Township Baseball	Baseball (age 13-15)
HTSL	Haverford Township Softball	Softball (high school)
HHS	Haverford High School	Field hockey, softball, various others
Blaze	Blaze Lacrosse	lacrosse
HYF	Haverford Youth Football	Football/Cheer
Delco Gaels	Delco Gaels Irish Football	Irish Football

ORDINANCE NO. P2-2021

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 175-99, SCHEDULE XXIV: Sticker Parking Only

Amendment:

Vernon Road	**All times**	**Entire Length**

SECTION 2. That Section 175-95, SCHEDULE XX: Special Purpose Parking Zones

Rescind:

In front of 2946 Berkley Road

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 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P3-2021

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 a renewal lease agreement with Hockeytown 19083 LLC, Havertown, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart
President

Attest: _____
David R. Burman
Township Manager/ Secretary

ORDINANCE NO. P4-2021

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 175-97, Schedule XXII: Off-Highway Metered Parking Areas.

Establish: Former Township Building 2325 Darby 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 8th day of March, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P5-2021

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

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

SECTION 2. That Section 175-83 Schedule VIII: Stop Intersections

on Lynnewood Drive at the intersection of Maryland Avenue, which would make this a 3-way stop intersection.

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 April, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P6-2021

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", BY FURTHER AMENDING CHAPTER 32 POLICE DEPARTMENT CIVIL SERVICE RULES AND REGULATIONS.

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. Chapter 32 Police Department Civil Service Rules and Regulations, Article III. Applications and Qualifications, §32-19. Eligibility for examination, Subsection B is hereby deleted.

~~The applicant must verify that he has or will successfully complete ACT 120 training at a Pennsylvania Certified Municipal Police Academy before the completion of the testing process.~~

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. The provision of this ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of this shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 4. Effective Date. This ordinance shall become effective immediately following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this day of April, 2021.

TOWNSHIP OF HAVERFORD

BY:

Gerard T. Hart
President
Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2214-2021

RESOLVED, that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, hereby authorizes transfers to be made between accounts of the 2020 Budget as set forth below:

General Fund Expenditure Increases		
Human Resources (406)	$	10,000
General Fund Expenditure Decreases		
Administration (400)	$	(10,000)
Change in Expenditures Grand Total	$	-

Resolved, this 8th day of March, A.D., 2021.

TOWNSHIP OF HAVERFORD

Gerard T. Hart, MD
President, Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary

Resolution No. 2215-2021

Township of Haverford

Riparian Buffer Restoration along Darby and Karakung Creek

Now, therefore, be it resolved, that Haverford Township hereby requests a Riparian Forest Buffer Grant in the amount of $50,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for Riparian Buffer restoration along Darby and Karakung Creek.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 8th day of March, A.D. 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

Resolution No. 2216-2021

Township of Haverford

Constructing a Walking Path at Polo Field

Now, therefore, be it resolved, that Haverford Township hereby requests a construction grant in the amount of $125,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a walking path around Polo Field.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 8th day of March, A.D. 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

RESOLUTION NO. 2217-2021
ELIMINATING SYSTEMIC ENVIRONMENTAL INJUSTICE IN DELAWARE COUNTY'S WASTE STREAM

WHEREAS, in 2019, Delaware County sent 356,000 tons of waste to be burned at the incinerator in the City of Chester.

WHEREAS, The Chester Residents Concerned for Quality Living (CRCQL), a community-led activist group led by Chester residents and those concerned with local health and environmental justice, have requested the support of Delaware County municipalities to eliminate systemic environmental injustice.

WHEREAS, waste incineration is a highly polluting way to manage waste or to make energy.

WHEREAS, Haverford Township residential trash is burned at the Delaware Valley Resource Recovery Facility, an incinerator located in the City of Chester. This Covanta-owned incinerator is the largest in the United States and one of the largest in the world, burning up to 3,510 tons of waste each day.

WHEREAS, the Delaware Valley Resource Recovery Facility is the largest industrial air polluter in the 7-county Philadelphia area, is #1 in Delaware County for toxic mercury emissions, and is the county's largest industrial source of nitrogen oxide pollution that triggers asthma attacks.

WHEREAS, the childhood asthma hospitalization rate in Delaware County is 22% above the state average, and the rate in Chester City is nearly three times the state average.

WHEREAS, incineration of municipal solid waste in Delaware County is the largest source of air pollution that contributes to these threats to the health of residents of Chester City and all of Delaware County;

WHEREAS, well-established waste reduction strategies such as "Save As You Throw" and curbside composting collection can substantially reduce waste, saving landfill space without the significant air pollution associated with trash burning.

WHEREAS, Delaware County's current contract with the Delaware Valley Resource Recovery Facility runs through April 30, 2022 and requires that the county provide a minimum of 300,000 tons of waste per year, or pay Covanta a Waste Shortfall Fee. This penalizes the county if it succeeds in reducing waste by more than 18% of current levels, and could cost the county millions of dollars a year if any waste reduction strategies were adopted.

THEREFORE, BE IT RESOLVED BY THE Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice.

RESOLVED THIS 8th day of March, 2021.

TOWNSHIP OF HAVERFORD BOARD OF COMMISSIONERS

BY: Gerard T. Hart, President

Attested by: David R. Burman

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

GERARD T. HART, M.D., PRESIDENT
CONOR QUINN, VICE PRESIDENT

DAVID R. BURMAN, TOWNSHIP MANAGER
JAMES BYRNE JR. ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Andy Levis
6th Ward Larry Holmes, ESQ
7th Ward Conor Quinn
8th Ward Gerard T. Hart, M.D.
9th Ward William F. Wechsler

HAVTT 21839 March 3, 2021

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Improvements to Federal School
Contract No. R-30 (Re-Bid)

Dear Mr. Burman:

Attached herewith is a tabulation of bids received on Monday, March 1, 2021 at 9:00 a.m. for the above referenced contract. The low bidder was L.J. Paolella Construction, Inc. of Bookhaven, PA, with a base bid of $62,950.00 and alternates totaling $26,850.00.

We have worked with L.J. Paolella Construction, Inc. in the past and have generally found there work to be satisfactory.

It is our understanding that a combination of CDBG and Historical Society funds are available for this work.

We recommend the Township consider awarding the base bid to L.J. Paolella Construction, Inc. in the amount of $62,950.00 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/
cc: Kathleen M. Oulahan, Anthony J. Dunleavy Assoc., Inc.

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on March 1, 2021

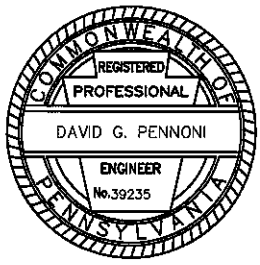
CONTRACT NO. REC-30 (RE-BID)
IMPROVEMENTS TO FEDERAL SCHOOL

ITEM NO.	ESTIMATED QUANTITY/UNIT		DESCRIPTION	L.J. Paolella Construciton, Inc. 278 Bridgewater Road Bookhaven, PA 19015 UNIT PRICE	L.J. Paolella Construciton, Inc. 278 Bridgewater Road Bookhaven, PA 19015 AMOUNT	Jason Masonry Restoration Corp 6740 Allentown Blvd Suite 6 Harrisburg, PA 17112 UNIT PRICE	Jason Masonry Restoration Corp 6740 Allentown Blvd Suite 6 Harrisburg, PA 17112 AMOUNT
Base Bid							
30-1	105	LF	Replacement of Existing Foundation Drains	$ 350.00	$ 36,750.00	$ 400.00	$ 42,000.00
30-2	195	SF	Waterproofing of Existing Stone Foundation Walls	$ 60.00	$ 11,700.00	$ 200.00	$ 39,000.00
30-3	75	SF	Repointing of Existing Stone Foundation Walls	$ 193.33	$ 14,500.00	$ 400.00	$ 30,000.00
			TOTAL BID FOR CONTRACT NO.REC-30 (RE-BID)	**$62,950.00**		**$111,000.00**	
			Bid Security	10% Bid Bond		10% Bid Bond	
Alternates							
30-4A	1	LS	Grading Modifications	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00
30-5A	1	LS	Reconfiguration of Existing Foundation Vents	$ 6,000.00	$ 6,000.00	$ 25,000.00	$ 25,000.00
30-6A	195	SF	Additional Material and Labor to Install Alternate Waterproofing Product	$ 5,850.00	$ 5,850.00	$ 48,750.00	$ 48,750.00
			TOTAL BID WITH ALTERNATES	**$89,800.00**		**$214,750.00**	

We Declare this to be a true Tabulation of Bids
Received on March 1, 2021 by the Township of Haverford
for Contract No.REC-30 (Re-Bid) Improvements to Federal School

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E



1- Recreation Dept.

(1) **Ford F550 Crew cab Lowboy dump truck with 9' Western plow and spreader.**

Hondru Ford Costars # 025-012

300 S Main Street

Manheim PA 17545 $76.375.00

2 Highway Dept.

(1) **Ford F550 Regular Cab lowboy Dump truck with 9"western plow and spreader**

Hondru Ford Costars # 025-012

300 S Main St

Manheim PA 17545 **$73,950.00**

(2) **International Cab & Chassis HV507 for Full size Dump Truck**

Hunter International

2320 High Hill Road

Logan Township NJ 080854538 **$86,009.01**

(3) **Stainless Steel Dump Body with 10' plow and spreader for Chassis above**

H.A. Dehart and son Costars # 025-052

311 Crown Point Road

Thorofare NJ 08086 **$68,205.00 Total for Chassis & body = $154,214.01**

3 Sewer Dept.

(1) International Cab & Chassis MV607 for Sewer jet truck

Hunter truck Costars # 025-102

2320 High hill Road

Logan Township NJ 08085 **$88,073.00**

(2) Super Products Jet Truck body model # 108-SPRP-WC for above

H.A. Dehart and son Costars # 025-052

311 Crown Point Road

Thorofare NJ 08086 **$195,433.00 Total for chassis & body = $283,506.00**

4 Sanitation Dept.

(1) International Cab & Chassis HV607 SBA

GL Sayers inc Costars # 025-017

120 Industrial Way

Conshohocken PA 19428 **$98,893.00**

(2) (1) 20 YARD Leach Trash / Recycling body mounted on the above

Granturk Equipment Costars # 025-046

1 Schuylkill Parkway

Bridgeport Pa 19405 **$79,845.50 Total for Chassis & body = 178,738.50**

MINUTES

VIA IN PERSON AND VIRTUAL

REGULAR MEETING **March 8, 2021**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting – Gerard T. Hart, President, opened the meeting.**

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

   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, Deputy Chief Joe Hagan, Paramedic Director Jim McCans, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Associates.

   b. **Pledge of Allegiance**

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

Sheryl Foreste-Grupp – Ms. Grupp spoke about the Proclamations which are on the Agenda tonight but did question why the township is not showing support to women as this is Women's History month.

Stephanie Archer – 236 Frederick Road

Ms. Archer spoke on tropical storms. She experienced two major storms in 2019 and 2020. With her dealings with the township, nothing transpired except disappointment.

She is questioning why Wynnefield Drive is being taken care of first?

END OF REGISTERED SPEAKERS

Commissioner Hart thanked Ms. Grupp for her comments.

Chuck Faulkner of Pennoni Associates indicated that Mr. Pennoni is looking at all storm areas in the township. More and more areas are beginning to flood.

Commissioner Quinn made a motion which was seconded by Commissioner Oliva to add Holocaust Remembrance and the Climate Action Plan Update to the Agenda.

3. Proclamations: Paul Becker – 100-Year-old Birthday Milestone - recited by Commissioner Wechsler

March as National Nutrition Month in Haverford Township - recited by Commissioner Hart

Announcement – End of April – Arbor Day - recited by Commissioner Hart

Holocaust - Days of Remembrance - recited by Commissioner Siegel

Climate Action Plan Update – Commissioner Hart announced that HAVERFORD TO UPDATE ITS CLIMATE ACTION PLAN – CALL FOR COMMUNITY INPUT

Through participation in the PA Department of Environmental Protection Local Climate Action Program (LCAP), Haverford Township has been given the opportunity to update its 2005 Climate Action Plan. The DEP's program provides the resources and tools needed to create a comprehensive plan, including partnership with a member of its student cohort. Jada Ackley, a senior Environmental Studies major at Temple University, minoring in City & Regional Planning, will assist the Township in this project. An important part of the project is obtaining community input on local environmental challenges and potential solutions. If you are interested in climate action and want to share your ideas, please join Jada and the EAC's Climate Action Taskforce for a discussion on Wednesday, March 10 @ 7pm via Zoom. Registration deadline is March 9 @ 12noon.

4. Presentation by EAC member Noel Smyth

Mr. Smyth asked the board to consider the Resolution on the agenda tonight regarding Zero Waste – Use of Incinerator in Chester.

The trash to steam is causing major health problems and the resolution is asking County Council to intervene and do something in Delaware County. A roadmap needs to begin with the goal to close the Chester plant.

5. Bureau of Fire Update presented by Commissioner Wechsler

6. Township Auditor Update – Mr. Anderson reviewed the expenses and disbursements. He found no irregularities.

Mr. Anderson reminded everyone "to please get vaccinated".

7. David R. Burman – Township Manager Update

On March 1st, Governor Wolf revised COVID 19 mitigation orders. This will allow the township to modify some of our operations.

Earlier today:

The Lobby reopened to collect tax payments, 8 – 4, during the discount period - which ends 3/31. All other business, please make an appointment.

The Skatium may hold 295 individuals - which is 15% of 1967 occupancy.

The CREC Gymnasium may hold 60 – 25% of 240.

All facilities are to continue to wear masks and exercise social distancing.

8. <u>Approval of Minutes</u> Regular Meeting Minutes of February 8, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of February 8, 2021

Roll Called.

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

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

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #3-2021 totaling $3,590,310.29

General & Sewer fund Payroll for February 18, 2021 in the amount of $745,641.92
General & Sewer fund Payroll for March 4, 2021 in the amount of $712,446.76
General Fund disbursements #3-2021 in the amount of $1,256,480.13
Sewer Fund disbursements #3-2021 in the amount of $620,584.68
Community Development Block Grant Fund disbursement #3-2021 in the amount of $97,835.32
Capital Projects Fund disbursement #3-2021 in the amount of $150,835.32
Credit Card Statement ending February 27, 2021 in the amount of $6,486.16

Roll Called.

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

10. <u>Tax Settlements & Stipulations of Counsel</u>

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 568 Lancaster Avenue (D.C. Folio #22-05-00453-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009382; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

11. <u>Ordinance No. P2-2021</u> Traffic (2ND Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the 2ND Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

<u>Amendment</u>: <u>Sticker Parking Only</u>

Vernon Road All times Entire Length

<u>Rescind: Special Purposes Parking Zones</u>

In front of 2946 Berkley Road

Roll Called.

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

12. <u>Ordinance No. P3-2021</u> Skatium – Renewal/ProShop Lease (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt the second reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Roll Called.

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

13. <u>Ordinance No. P4-2021</u> Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Roll Called.

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

14. Ordinance No. P5-2021 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt the first reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

Stop Intersection:

on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.

Roll Called.

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

15. Ordinance No. P6-2021 Civil Service Regulation Change (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.

Roll Called.

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

16. Resolution No. 2214-2021 Transfer of 2020 Funds

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2214 - 2021 authorizing the transfer of 2020 funds.

Roll Called.

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

17. Resolution No. 2215-2021 **Recreation Department – Multimodal Grant Application**

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to adopt Resolution No. 2215-2021 requesting a Reparian Forest Buffer Grant in the amount of $50,000 from the PA Department of Conservation and Natural Resources to be used for Reparian Buffer restoration along Darby and Karakung Creek and designating Brian Barrett, Director, Parks and Recreation Department as the official to execute all documents and agreements between the township and the PA Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Roll Called.

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

18. Resolution No. 2216-2021 **Recreation Department – Multimodal Grant Application**

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to adopt Resolution No. 2216-2021 requesting a construction grant in the amount of $125,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a walking path around Polo Field 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Roll Called.

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

19. Resolution No. 2217-2021 **Zero Waste– Use of Incinerator in Chester**

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to adopt Resolution No. 2217-2021 that the Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, it evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice.

Discussion began. Township Solicitor was asked to contact the County Council and the County Solicitor to inquire about the financial contract.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to TABLE the motion.

Roll Called.

6 Commissioners voted Yes to Table: Commissioners D'Emilio, Oliva, Siegel, Lewis, Holmes and Quinn.

3 Commissioners voted No to Table: Commissioners McCloskey, Wechsler and Hart.

20. Contracts:

Improvements to Federal School

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to award the Federal School Improvements contract to L. J. Paolella Construction, Inc., Brookhaven, PA, in the amount of $62,950.00; submitting the lowest responsible bid.

Work to be funded by CDBG and monies available in the Historic Structures account within the Capital Projects fund.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

21. Purchases - Vehicles

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to authorize the purchase of the following vehicles:

Recreation Department: One (1) Ford F550 Crew Cab Lowboy Dump Truck with 9' Western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $76,375.00.

Highway Department: One (1) F550 Regular Cab Lowboy Dump truck with 9' western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $73,950.00.

One (1) International Cab and Chassis HV507 for full size Dump truck from Hunter International, Logan Township, NJ, under CoStars #025-102, in the amount of $86,009.01.

One (1) Stainless Steel Dump Body with 10' plow and spreader for Chassis above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $68,205.00.

Sewer Department: One (1) International Cab and Chassis MV607 for Sewer Jet Truck, from Hunter Truck, Logan Township, NJ, under CoStars #025-102, in the amount of $88,073.00.

One (1) Super Products Jet Truck Body Model #108-SPRP-WC for above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $195,433.00.

Sanitation Department: One (1) International Cab and Chassis HV607 SBA, from G.L. Sayers, Inc, Conshohocken, PA, under CoStars #025-017, in the amount of $98,893.00.

One (1) 20 Yard Leach Trash/Recycling Body mounted on the above, from Granturk Equipment, Bridgeport, PA, under CoStars #025-046, in the amount of $79,845.50.

Roll Called.

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

22. Wynnefield Drive Flood Mitigation Study

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to award a professional services contract to Michael Baker International, Inc. in an amount not to exceed $48,972.37; subject to contract form acceptance to the Township Solicitor.

Roll Called.

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

23. Appointments

Senior Citizens Advisory Board

Ward 1 Carol Finocchiaro

Ward 7 Diane Amadio

Shade Tree Commission

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to appoint James Stephens to fill an unexpired three (3) year term to expire December 31, 2023.

Roll Called.

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

Vacancy Committee - POSTPONED

Motion: to appoint _____ to serve a one (1) year term on the Vacancy Committee to expire December 31, 2021.

24. Continuation of Citizen's Forum for Non-Agenda Items - no one spoke

25. New business – no new business

26. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio intends to meet with Mr. Burman concerning flooding issues on Maryland and Windsor Park Road.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva announced that he is not seeking re-election this year but he looks forward to the next 9 months serving the township.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey wished Commissioner Oliva the best of luck.

Commissioner McCloskey reminded drivers to watch their speeding.

He is glad that the township is working and addressing the storm water issues.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel thanked Commissioner Siegel for his service.

As everyone knows, decisions are difficult. Certain projects take longer – we are working diligently. There are many steps involved in a project - meetings and bidding.

He also reminded everyone to please get vaccinated.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis stated that it took 4 ½ to 5 years for two bridge projects to be completed. These projects impacted Wards 5, 3 and 4.

For the last 3 ½ years utility projects have been non-stop in the township.

Township Solicitor was asked to see if we can say no to the utility companies and take a year or two off.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes agrees with Commissioner Lewis about the utility companies. Wynnewood and Avon Roads took a longer than usual amount of time. He asked "what kind of power do we have to call for a moratorium?

Commissioner Holmes thanked the board for supporting the Wynnefield Drive Mitigation Study.

He too, thanked Commissioner Oliva and stated that we started this revolution in 2005 and looks forward to the next 9 months.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler offered his congratulations to Commissioner Oliva.

Commissioner Wechsler announced that everyone should be aware of stop signs placed, by PaDot, at Burmont and Glendale Road (the three-way intersection). The signs are small.

Chief Viola did contact Representative Zabel's office regarding this hazard.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn has known Commissioner Oliva a long time and considers him a friend. It is great to serve with him.

Commissioner Quinn announced that his aunt recently passed away – Kathy Cox. Mrs. Cox raised 13 children and was very involved in the community. She started the Soccer league.

Gerard T. Hart – 8th Ward Commissioner

Commissioner Hart was also stunned by Commissioner Oliva stating he is not seeking re-election. The board will be different next year.

He wished everyone a Happy St. Patrick's Day and reminded everyone next Saturday begins daylight savings time.

Commissioner Hart also reminisced about Kathy Cox.

All Commissioners agreed to adjourn.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, April 5, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

EXECUTIVE SESSION – 6:00 p.m. - PERSONNEL

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, April 5, 2021

7:00 P.M.

Announcement: The Board met in Executive Session March 22 and March 29, 2021

Proclamation presentation by Commissioner Quinn: Mrs. Irene Bermel – 100-Year old birthday milestone

Commissioners Updates

Township Solicitor Update – Zero Waste – Inquiry with the County results and County Solicitor

Utility Work in the township by PECO and AQUA

Update by Brian Barrett, Parks and Recreation Director and Discussion: Request to rename Steel Field (part of Hilltop Recreation Area) in honor of James Stewart

Police Department – Crime Update

NEXT WEEK:

5 Tax Settlements and Stipulation of Counsel

Ordinance No. P5-2021	**Traffic (2nd Reading)**
Ordinance No. P6-2021	**Civil Service Regulation Change (2nd Reading)**
Ordinance No. P8-2021	**Traffic (1st Reading)**
Resolution No. 2217-2021	**Delaware County's Waste Stream – City of Chester Incinerator**
Resolution No. 2218-2021	**Amending Resolution No. 2216-2021 – Polo Field/ Pervious Walking Path**
Resolution No. 2219-2021	**Authorizing Filing Date Extension of 2020 Final/2021 Estimated Business Privilege and Mercantile Tax Return from April 15, 2021 to May 17, 2021 or such other filing deadline as determined by the IRS**

Dedication

Renaming part of Hilltop Recreation Area in honor of James Stewart

Contract Awards

Public Works Department – Darby Road Streetscape – Phase 2 - Lighting

Appointment – Vacancy Committee

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, IRENE BERMEL was born March 21, 1921 – IRENE has reached her "100 Year Birthday" milestone; and

WHEREAS, Irene is one of six sisters and one brother – all originally from New York City. All sisters have passed - her last remaining sibling is her brother Bobby in South Carolina; and

WHEREAS, Irene moved to Havertown in 1956. Irene was married to Harold Bermel. They were married for 72 years. She and her husband raised a daughter Judy who resides in Cleveland, Ohio and a son, Bruce Bermel who resides in Middletown, Delaware. She has 6 grandchildren and 9 great grandchildren; and

WHEREAS, She worked in the cosmetic department of Gimbel's department store in 69th Street for many years and later at the Dunwood retirement community as a senior caregiver. She's been a member of the Lansdowne Bible Chapel – she still gets picked up on Sunday mornings and gets her hair done every week by a local salon in Havertown; and

WHEREAS, Irene is continually being blessed. Her son visits her once a week; does her food shopping and also by the many neighbors on Weller Avenue that do her yard work, retrieve her newspapers and take her trash to the curb; and

WHEREAS, Irene is a special person to her children, grandchildren, nieces and nephews and friends.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offer our deepest congratulations to IRENE BERMEL and wish her continued health and happiness.

PROCLAIMED this 21st day of March, 2021.

TOWNSHIP OF HAVERFORD
Board of Commissioners

By: Gerard T. Hart, M.D. President

By: Conor Quinn
7th Ward Commissioner

Attested by: David R. Burman, Township Manager

ORDINANCE NO. P8-2021

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 175-94, Schedule XIX: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2 hour limit

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

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2217-2021
ELIMINATING SYSTEMIC ENVIRONMENTAL INJUSTICE IN DELAWARE COUNTY'S WASTE STREAM

WHEREAS, in 2019, Delaware County sent 356,000 tons of waste to be burned at the incinerator in the City of Chester.

WHEREAS, The Chester Residents Concerned for Quality Living (CRCQL), a community-led activist group led by Chester residents and those concerned with local health and environmental justice, have requested the support of Delaware County municipalities to eliminate systemic environmental injustice.

WHEREAS, waste incineration is a highly polluting way to manage waste or to make energy.

WHEREAS, Haverford Township residential trash is burned at the Delaware Valley Resource Recovery Facility, an incinerator located in the City of Chester. This Covanta-owned incinerator is the largest in the United States and one of the largest in the world, burning up to 3,510 tons of waste each day.

WHEREAS, the Delaware Valley Resource Recovery Facility is the largest industrial air polluter in the 7-county Philadelphia area, is #1 in Delaware County for toxic mercury emissions, and is the county's largest industrial source of nitrogen oxide pollution that triggers asthma attacks.

WHEREAS, the childhood asthma hospitalization rate in Delaware County is 22% above the state average, and the rate in Chester City is nearly three times the state average.

WHEREAS, incineration of municipal solid waste in Delaware County is the largest source of air pollution that contributes to these threats to the health of residents of Chester City and all of Delaware County;

WHEREAS, well-established waste reduction strategies such as "Save As You Throw" and curbside composting collection can substantially reduce waste, saving landfill space without the significant air pollution associated with trash burning.

WHEREAS, Delaware County's current contract with the Delaware Valley Resource Recovery Facility runs through April 30, 2022 and requires that the county provide a minimum of 300,000 tons of waste per year, or pay Covanta a Waste Shortfall Fee. This penalizes the county if it succeeds in reducing waste by more than 18% of current levels, and could cost the county millions of dollars a year if any waste reduction strategies were adopted.

THEREFORE, BE IT RESOLVED BY THE Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice.

RESOLVED THIS 12th day of April, 2021.

TOWNSHIP OF HAVERFORD BOARD OF COMMISSIONERS

BY: Gerard T. Hart, President

Attested by: David R. Burman

Resolution No. 2218-2021

Township of Haverford

Constructing a Walking Path at Polo Field

Now, therefore, be it resolved, that Haverford Township hereby requests a construction grant in the amount of $160,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a pervious walking path around Polo Field.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 12th day of April, A.D. 2021.

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

TOWNSHIP OF HAVERFORD

RESOLUTION 2219-2021

A RESOLUTION EXTENDING THE FILING DEADLINE FOR THE TOWNSHIP OF HAVERFORD 2020 FINAL/2021 ESTIMATED BUSINESS PRIVILEGE AND MERCANTILE TAX RETURN FROM APRIL 15, 2021 TO MAY 17, 2021, OR SUCH OTHER FILING DEADLINE AS DETERMINED BY THE INTERNAL REVENUE SERVICE

WHEREAS, the Township of Haverford's Administrative Code, specifically Chapter 165 requires that business privilege and mercantile tax returns be filed on or before April 15 of each year;

WHEREAS, the Internal Revenue Service has extended its 2020 tax filing due date from April 15, 2021 to May 17, 2021;

WHEREAS, the Township recognizes the need for coordinated filing deadlines as most taxpayers rely on federal returns to prepare their Township of Haverford Business Privilege and Mercantile Tax Returns;

NOW, THEREFORE, BE IT RESOLVED by the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the deadline for filing the Final 2020/Estimated 2021 Business Privilege and Mercantile Tax Return be established as follows:

1. The deadline for filing the Final 2020/Estimated 2021 Business Privilege and Mercantile Tax Return will be extended until May 17, 2021, or such other filing deadline as determined by the Internal Revenue Service.

2. Any payment made for the Final 2020/Estimated 2021 Business Privilege and Mercantile licenses/taxes, consistent with the newly established deadline of May 17, 2021, or such other filing deadline as determined by the Internal Revenue Service, will not accrue penalty and interest. Taxpayers shall be liable for penalty and interest for incorrect returns consistent with past practices of the Township.

3. The extended payment deadline will not apply to delinquent taxes or delinquent returns prior to 2020.

RESOLVED this 12th day of April, 2021.

HAVERFORD TOWNSHIP

_____

Gerard T. Hart, President
Board of Commissioners

ATTEST: _____

David R. Burman
Township Manager/Secretary

Proposal Quote

Phase Two Darby Road Streetscape

March 16, 2021

Attention Dave Burman:

Three quotes have been received and upon review I recommend:

Cooper Electric
682 Parkway Drive
Broomall, PA 19008
(610) 605-2300

Cost: $23,183.76

Costars #008-268

I recommend Cooper Electric to provide service to the Township of Haverford for the 2021/2022 year. This company had the lowest responsible quote. All quotes are on file.

Sincerely,

Daniel Mariani

Director of Public Works

CC: Board of Commissioners

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners Meeting

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meeting on Monday, April 12, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

EXECUTIVE SESSION – 6:00 p.m. - Legal

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, APRIL 12, 2021 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

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

3. **Proclamation: Presentation by Commissioner Quinn: Mrs. Irene Bermel – 100-Year old birthday milestone**

4. **Presentation: Phil Goldsmith, President, Library Board – Library Update**

5. **Bureau of Fire Update**

6. **Township Auditor Update**

7. **David R. Burman – Township Manager's Update**

8. **Approval of Minutes** **Regular Meeting Minutes of March 8, 2021**

Motion: to approve the Regular Meeting Minutes of March 8, 2021

Voting order 1 2 3 4 5 6 9 7 8

9. **Approval of Warrants**

Motion: to approve the following warrant #4-2021 totaling $3,467,628.80

General & Sewer fund Payroll for March 18, 2021 in the amount of $651,404.29
General fund Payroll for March 31, 2021 in the amount of $60,850.37
General & Sewer fund Payroll for April 1, 2021 in the amount of $629,336.69

General Fund disbursements #4-2021 in the amount of $1,511,284.49
Sewer Fund disbursements #4-2021 in the amount of $286,714.46
Community Development Block Grant Fund disbursement #4-2021 in the amount of $96,497.72
Capital Projects Fund disbursement #4-2021 in the amount of $225,784.05
Credit Card Statement ending February 27, 2021 in the amount of $5,756.73

Voting order 1 2 3 4 5 6 9 7 8

10. Haverford Township Free Library

Motion: to continue with final design of the library *renovation* as previously authorized on September 14, 2020, or to proceed with final design of the library *expansion* concept as requested by the Board of Trustees of the Haverford Township Free Library

Voting order 1 2 3 4 5 6 9 7 8

11. Tax Settlements and Stipulation of Counsel

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3035 Darby Road (D.C. Folio #22-03-00655-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008926; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 8 Craig Lane (D.C. Folio #22-04-00161-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008852; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 310 Valley Road (D.C. Folio #22-02-01207-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008731; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Dartmouth Lane (D.C. Folio #22-04-00228-01) pending in the Court of Common Pleas of Delaware County, No. 2021-000804; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 23 College Avenue (D.C. Folio #22-04-00082-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008591; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P5-2021 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

Stop Intersection:

on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P6-2021 Civil Service Regulation Change (2nd Reading)

Motion: to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P8-2021 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:

Establish: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit

Parking of All Vehicles Prohibited at All Times

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2218-2021 Amending Resolution No. 2216-2021 – Polo Field/Pervious Walking Path

Motion: to adopt Resolution No. 2218-2021 that Haverford Township hereby requests a construction grant in the amount of $160,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a pervious walking path around Polo Field; 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Voting order 1 2 3 4 5 6 9 7 8

16. Resolution No. 2219-2021 Authorizing Filing Date Extension of 2020 Final/2021 Estimated Business Privilege and Mercantile Tax Return

Motion: to adopt Resolution 2219-2021 EXTENDING THE FILING DEADLINE FOR THE TOWNSHIP OF HAVERFORD 2020 FINAL/2021 ESTIMATED BUSINESS PRIVILEGE AND MERCANTILE TAX RETURN FROM APRIL 15, 2021 TO MAY 17, 2021, OR SUCH OTHER FILING DEADLINE AS DETERMINED BY THE INTERNAL REVENUE SERVICE

Voting order 1 2 3 4 5 6 9 7 8

17. Contract Award

Public Works Department – Darby Road Streetscape – Phase 2 – Lighting

Motion: to award the Darby Road Streetscape, Phase 2, Lighting contract to Cooper Electric, Broomall, PA 19008, under CoStars Contract #008-268, in the amount of $23,183.76.

Voting order 1 2 3 4 5 6 9 7 8

18. Dedication

Parks and Recreation Department - Request to rename Steel Field (part of Hilltop Recreation Area) in honor of James Stewart

Motion: to rename part of Hilltop Recreation area, at Steel Field, in honor of James Stewart.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

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

20. New business

21. Other business

22. 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, IRENE BERMEL was born March 21, 1921 – IRENE has reached her "100 Year Birthday" milestone; and

WHEREAS, Irene is one of six sisters and one brother – all originally from New York City. All sisters have passed - her last remaining sibling is her brother Bobby in South Carolina; and

WHEREAS, Irene moved to Havertown in 1956. Irene was married to Harold Bermel. They were married for 72 years. She and her husband raised a daughter Judy who resides in Cleveland, Ohio and a son, Bruce Bermel who resides in Middletown, Delaware. She has 6 grandchildren and 9 great grandchildren; and

WHEREAS, She worked in the cosmetic department of Gimbel's department store in 69th Street for many years and later at the Dunwoody retirement community as a senior caregiver. She's been a member of the Lansdowne Bible Chapel – she still gets picked up on Sunday mornings and gets her hair done every week by a local salon in Havertown; and

WHEREAS, Irene is continually being blessed. Her son visits her once a week; does her food shopping and also by the many neighbors on Weller Avenue that do her yard work, retrieve her newspapers and take her trash to the curb; and

WHEREAS, Irene is a special person to her children, grandchildren, nieces and nephews and friends.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of the Township of Haverford, Commonwealth of Pennsylvania, offer our deepest congratulations to IRENE BERMEL and wish her continued health and happiness.

PROCLAIMED this 21st day of March, 2021.

TOWNSHIP OF HAVERFORD
Board of Commissioners

By: Gerard T. Hart, M.D. President

By: Conor Quinn
7th Ward Commissioner

Attested by: David R. Burman, Township Manager

MINUTES

VIA IN PERSON AND VIRTUAL

REGULAR MEETING — **March 8, 2021**
Board of Commissioners — **Monday, 7:00 p.m.**
Commissioners Meeting Room — **Township of Haverford**

1. **Opening of Meeting – Gerard T. Hart, President, opened the meeting.**

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

   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, Deputy Chief Joe Hagan, Paramedic Director Jim McCans, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Brian Barrett, Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Associates.

   b. **Pledge of Allegiance**

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

Sheryl Foreste-Grupp – Ms. Grupp spoke about the Proclamations which are on the Agenda tonight but did question why the township is not showing support to women as this is Women's History month.

Stephanie Archer – 236 Frederick Road

Ms. Archer spoke on tropical storms. She experienced two major storms in 2019 and 2020. With her dealings with the township, nothing transpired except disappointment.

She is questioning why Wynnefield Drive is being taken care of first?

END OF REGISTERED SPEAKERS

Commissioner Hart thanked Ms. Grupp for her comments.

Chuck Faulkner of Pennoni Associates indicated that Mr. Pennoni is looking at all storm areas in the township. More and more areas are beginning to flood.

Commissioner Quinn made a motion which was seconded by Commissioner Oliva to add Holocaust Remembrance and the Climate Action Plan Update to the Agenda.

3. Proclamations: Paul Becker – 100-Year-old Birthday Milestone - recited by Commissioner Wechsler

March as National Nutrition Month in Haverford Township - recited by Commissioner Hart

Announcement – End of April – Arbor Day - recited by Commissioner Hart

Holocaust - Days of Remembrance - recited by Commissioner Siegel

Climate Action Plan Update – Commissioner Hart announced that HAVERFORD TO UPDATE ITS CLIMATE ACTION PLAN – CALL FOR COMMUNITY INPUT

Through participation in the PA Department of Environmental Protection Local Climate Action Program (LCAP), Haverford Township has been given the opportunity to update its 2005 Climate Action Plan. The DEP's program provides the resources and tools needed to create a comprehensive plan, including partnership with a member of its student cohort. Jada Ackley, a senior Environmental Studies major at Temple University, minoring in City & Regional Planning, will assist the Township in this project. An important part of the project is obtaining community input on local environmental challenges and potential solutions. If you are interested in climate action and want to share your ideas, please join Jada and the EAC's Climate Action Taskforce for a discussion on Wednesday, March 10 @ 7pm via Zoom. Registration deadline is March 9 @ 12noon.

4. Presentation by EAC member Noel Smyth

Mr. Smyth asked the board to consider the Resolution on the agenda tonight regarding Zero Waste – Use of Incinerator in Chester.

The trash to steam is causing major health problems and the resolution is asking County Council to intervene and do something in Delaware County. A roadmap needs to begin with the goal to close the Chester plant.

5. Bureau of Fire Update presented by Commissioner Wechsler

6. Township Auditor Update – Mr. Anderson reviewed the expenses and disbursements. He found no irregularities.

Mr. Anderson reminded everyone "to please get vaccinated".

7. David R. Burman – Township Manager Update

On March 1st, Governor Wolf revised COVID 19 mitigation orders. This will allow the township to modify some of our operations.

Earlier today:

The Lobby reopened to collect tax payments, 8 – 4, during the discount period - which ends 3/31. All other business, please make an appointment.

The Skatium may hold 295 individuals - which is 15% of 1967 occupancy.

The CREC Gymnasium may hold 60 – 25% of 240.

All facilities are to continue to wear masks and exercise social distancing.

8. Approval of Minutes Regular Meeting Minutes of February 8, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of February 8, 2021

Roll Called.

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

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the following warrant #3-2021 totaling $3,590,310.29

General & Sewer fund Payroll for February 18, 2021 in the amount of $745,641.92
General & Sewer fund Payroll for March 4, 2021 in the amount of $712,446.76
General Fund disbursements #3-2021 in the amount of $1,256,480.13
Sewer Fund disbursements #3-2021 in the amount of $620,584.68
Community Development Block Grant Fund disbursement #3-2021 in the amount of $97,835.32
Capital Projects Fund disbursement #3-2021 in the amount of $150,835.32
Credit Card Statement ending February 27, 2021 in the amount of $6,486.16

Roll Called.

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

10. Tax Settlements & Stipulations of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District's tax assessment appeal for property located at 568 Lancaster Avenue (D.C. Folio #22-05-00453-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009382; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

11. Ordinance No. P2-2021 Traffic (2ND Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the 2ND Reading of Ordinance No. P2-2021 authorizing the following traffic restrictions:

Amendment: Sticker Parking Only

Vernon Road All times Entire Length

Rescind: Special Purposes Parking Zones

In front of 2946 Berkley Road

Roll Called.

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

12. Ordinance No. P3-2021 Skatium – Renewal/ProShop Lease (2nd Reading)

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt the second reading of Ordinance No. P3-2021 AUTHORIZING THE LEASE OF CERTAIN TOWNSHIP GROUNDS – the ProShop located at the township Skatium, 1018 Darby Road, Havertown, PA.

Roll Called.

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

13. Ordinance No. P4-2021 Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P4-2021 establishing:

Off-Highway Metered Parking Areas:

Establish: at the Former Township Building 2325 Darby Road

Roll Called.

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

14. Ordinance No. P5-2021 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt the first reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

Stop Intersection:

on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.

Roll Called.

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

15. Ordinance No. P6-2021 Civil Service Regulation Change (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.

Roll Called.

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

16. Resolution No. 2214-2021 Transfer of 2020 Funds

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2214 - 2021 authorizing the transfer of 2020 funds.

Roll Called.

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

17. Resolution No. 2215-2021 **Recreation Department – Multimodal Grant Application**

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to adopt Resolution No. 2215-2021 requesting a Reparian Forest Buffer Grant in the amount of $50,000 from the PA Department of Conservation and Natural Resources to be used for Reparian Buffer restoration along Darby and Karakung Creek and designating Brian Barrett, Director, Parks and Recreation Department as the official to execute all documents and agreements between the township and the PA Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Roll Called.

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

18. Resolution No. 2216-2021 **Recreation Department – Multimodal Grant Application**

Motion made by Commissioner Lewis and seconded by Commissioner Oliva to adopt Resolution No. 2216-2021 requesting a construction grant in the amount of $125,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a walking path around Polo Field 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Roll Called.

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

19. Resolution No. 2217-2021 **Zero Waste– Use of Incinerator in Chester**

Motion made by Commissioner Oliva and seconded by Commissioner Holmes to adopt Resolution No. 2217-2021 that the Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, it evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice.

Discussion began. Township Solicitor was asked to contact the County Council and the County Solicitor to inquire about the financial contract.

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to TABLE the motion.

Roll Called.

6 Commissioners voted Yes to Table: Commissioners D'Emilio, Oliva, Siegel, Lewis, Holmes and Quinn.

3 Commissioners voted No to Table: Commissioners McCloskey, Wechsler and Hart.

20. Contracts:

Improvements to Federal School

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to award the Federal School Improvements contract to L. J. Paolella Construction, Inc., Brookhaven, PA, in the amount of $62,950.00; submitting the lowest responsible bid.

Work to be funded by CDBG and monies available in the Historic Structures account within the Capital Projects fund.

Roll Called.

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

Commissioner D'Emilio was absent from the vote.

21. Purchases - Vehicles

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to authorize the purchase of the following vehicles:

Recreation Department: One (1) Ford F550 Crew Cab Lowboy Dump Truck with 9' Western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $76,375.00.

Highway Department: One (1) F550 Regular Cab Lowboy Dump truck with 9' western plow and spreader from Hondru Ford, Manheim, PA, under CoStars #025-012, in the amount of $73,950.00.

One (1) International Cab and Chassis HV507 for full size Dump truck from Hunter International, Logan Township, NJ, under CoStars #025-102, in the amount of $86,009.01.

One (1) Stainless Steel Dump Body with 10' plow and spreader for Chassis above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $68,205.00.

Sewer Department: One (1) International Cab and Chassis MV607 for Sewer Jet Truck, from Hunter Truck, Logan Township, NJ, under CoStars #025-102, in the amount of $88,073.00.

One (1) Super Products Jet Truck Body Model #108-SPRP-WC for above, from H.A. DeHart and Son, Thorofare, NJ, under Co-Stars #025-052, in the amount of $195,433.00.

Sanitation Department: One (1) International Cab and Chassis HV607 SBA, from G.L. Sayers, Inc, Conshohocken, PA, under CoStars #025-017, in the amount of $98,893.00.

One (1) 20 Yard Leach Trash/Recycling Body mounted on the above, from Granturk Equipment, Bridgeport, PA, under CoStars #025-046, in the amount of $79,845.50.

Roll Called.

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

22. Wynnefield Drive Flood Mitigation Study

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to award a professional services contract to Michael Baker International, Inc. in an amount not to exceed $48,972.37; subject to contract form acceptance to the Township Solicitor.

Roll Called.

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

23. Appointments

Senior Citizens Advisory Board

Ward 1 Carol Finocchiaro

Ward 7 Diane Amadio

Shade Tree Commission

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to appoint James Stephens to fill an unexpired three (3) year term to expire December 31, 2023.

Roll Called.

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

Vacancy Committee - POSTPONED

Motion: to appoint _____ to serve a one (1) year term on the Vacancy Committee to expire December 31, 2021.

24. Continuation of Citizen's Forum for Non-Agenda Items - no one spoke

25. New business – no new business

26. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio intends to meet with Mr. Burman concerning flooding issues on Maryland and Windsor Park Road.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva announced that he is not seeking re-election this year but he looks forward to the next 9 months serving the township.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey wished Commissioner Oliva the best of luck.

Commissioner McCloskey reminded drivers to watch their speeding.

He is glad that the township is working and addressing the storm water issues.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel thanked Commissioner Siegel for his service.

As everyone knows, decisions are difficult. Certain projects take longer – we are working diligently. There are many steps involved in a project - meetings and bidding.

He also reminded everyone to please get vaccinated.

Andy Lewis – 5th Ward Commissioner

Commissioner Lewis stated that it took 4 ½ to 5 years for two bridge projects to be completed. These projects impacted Wards 5, 3 and 4.

For the last 3 ½ years utility projects have been non-stop in the township.

Township Solicitor was asked to see if we can say no to the utility companies and take a year or two off.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes agrees with Commissioner Lewis about the utility companies. Wynnewood and Avon Roads took a longer than usual amount of time. He asked "what kind of power do we have to call for a moratorium?

Commissioner Holmes thanked the board for supporting the Wynnefield Drive Mitigation Study.

He too, thanked Commissioner Oliva and stated that we started this revolution in 2005 and looks forward to the next 9 months.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler offered his congratulations to Commissioner Oliva.

Commissioner Wechsler announced that everyone should be aware of stop signs placed, by PaDot, at Burmont and Glendale Road (the three-way intersection). The signs are small.

Chief Viola did contact Representative Zabel's office regarding this hazard.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn has known Commissioner Oliva a long time and considers him a friend. It is great to serve with him.

Commissioner Quinn announced that his aunt recently passed away – Kathy Cox. Mrs. Cox raised 13 children and was very involved in the community. She started the Soccer league.

Gerard T. Hart – 8th Ward Commissioner

Commissioner Hart was also stunned by Commissioner Oliva stating he is not seeking re-election. The board will be different next year.

He wished everyone a Happy St. Patrick's Day and reminded everyone next Saturday begins daylight savings time.

Commissioner Hart also reminisced about Kathy Cox.

All Commissioners agreed to adjourn.

Attachment

PROCLAMATION

WHEREAS, the U.S. Congress established Days of Remembrance as the nation's annual commemoration of the Holocaust, and as the time to honor its victims, survivors, and liberators, and as a reflection on the importance of dignity and respect for all persons; and,

WHEREAS, the Holocaust, also known as the Shoah, was a tragic genocide during which approximately six million Jews were murdered by the Nazi regime and its collaborators between 1939 and 1945; and,

WHEREAS, during the Holocaust, Roma (Gypsies), people with disabilities, and Poles were also targeted for destruction or decimation for racial, ethnic, or national reasons, and millions more, including homosexuals, Jehovah's Witnesses, Soviet prisoners of war, and political dissidents, also suffered grievous oppression and death under Nazi tyranny; and,

WHEREAS, the internationally recognized date for Holocaust Remembrance Day corresponds to the 27th day of Nisan on the Hebrew calendar, and marks the anniversary of the Warsaw Ghetto Uprising.

WHEREAS, in Hebrew, Holocaust Remembrance Day is called Yom Hashoah. In the United States, Days of Remembrance runs from the Sunday before Yom Hashoah through the following Sunday;

WHEREAS, the United States Holocaust Memorial Council has determined that the Days of Remembrance will be commemorated on Thursday, April 8, 2021, with observances and remembrance activities to occur nationwide between Sunday, April 4, and Sunday, April 11; and,

WHEREAS, the Days of Remembrance are intended to be an opportunity to reflect on the tragedy of the Holocaust, and of the moral responsibilities of individuals, societies, and governments; and,

WHEREAS, in a time of increased anti-Semitism and Holocaust denial, individuals, societies, and governments must be vigilant against hatred, persecution, and tyranny, and must work to ensure all citizens are educated about these crimes against humanity; and

NOW, THEREFORE, the Board of Commissioners of Haverford Township do hereby encourage all Township residents to observe the week of Sunday, April 4 through Sunday, April 11, 2021 as Days of Remembrance in memory of the victims of the Holocaust and in honor of the survivors, as well as the rescuers and liberators; and

NOW, THEREFORE, the Board of Commissioners of Haverford Township do hereby further encourage all citizens of the Township of Haverford to promote human dignity and confront hatred whenever and wherever it occurs.

Proclaimed this 8th of March, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, President

Attest: David R. Burman
Township Manager

ORDINANCE NO. P5-2021

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

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

SECTION 2. That Section 175-83 Schedule VIII: Stop Intersections

on Lynnewood Drive at the intersection of Maryland Avenue, which would make this a 3-way stop intersection.

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 12th day of April, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, M.D.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P6-2021

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", BY FURTHER AMENDING CHAPTER 32 POLICE DEPARTMENT CIVIL SERVICE RULES AND REGULATIONS.

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. Chapter 32 Police Department Civil Service Rules and Regulations, Article III. Applications and Qualifications, §32-19. Eligibility for examination, Subsection B is hereby deleted.

~~The applicant must verify that he has or will successfully complete ACT 120 training at a Pennsylvania Certified Municipal Police Academy before the completion of the testing process.~~

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. The provision of this ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of this shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 4. Effective Date. This ordinance shall become effective immediately following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this 12th day of April, 2021.

TOWNSHIP OF HAVERFORD

BY:

Gerard T. Hart
President
Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

ORDINANCE NO. P8-2021

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 175-94, Schedule XIX: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2 hour limit

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

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

REVIEW DRAFT – DO NOT QUOTE OR CITE

RESOLUTION NO. 2217-2021
ELIMINATING SYSTEMIC ENVIRONMENTAL INJUSTICE IN DELAWARE COUNTY'S WASTE STREAM

WHEREAS, in 2019, Delaware County sent 356,000 tons of waste to be burned at the incinerator in the City of Chester.

WHEREAS, The Chester Residents Concerned for Quality Living (CRCQL), a community-led activist group led by Chester residents and those concerned with local health and environmental justice, have requested the support of Delaware County municipalities to eliminate systemic environmental injustice.

WHEREAS, waste incineration ~~is a highly polluting way to~~ manage waste or to make energy emits high levels of air pollutants with the greatest effects on surrounding communities.

WHEREAS, Haverford Township residential trash is burned at the Delaware Valley Resource Recovery Facility, an incinerator located in the City of Chester. This Covanta-owned incinerator is the largest in the United States and one of the largest in the world, burning up to 3,510 tons of waste each day.

WHEREAS, the Delaware Valley Resource Recovery Facility is the largest industrial air polluter in the 7-county Philadelphia area, is #1 in Delaware County for toxic mercury emissions, and is the county's largest industrial source of nitrogen oxide pollution that triggers asthma attacks.

WHEREAS, the childhood asthma hospitalization rate in Delaware County is 22% above the state average, and the rate in Chester City is nearly three times the state average.

WHEREAS, incineration of municipal solid waste in Delaware County is the largest source of air pollution that contributes to these threats to the health of residents of Chester City and all of Delaware County;

WHEREAS, well-established waste reduction strategies such as "Save As You Throw" and curbside composting collection can substantially reduce waste, saving landfill space without the significant air pollution associated with trash burning.

WHEREAS, Delaware County's current contract with the Delaware Valley Resource Recovery Facility runs through April 30, 2022 and requires that the county provide a minimum of 300,000 tons of waste per year, or pay Covanta a Waste Shortfall Fee. This penalizes the county if it succeeds in reducing waste by more than 18% of current levels, and could cost the county millions of dollars a year if any more effective waste reduction strategies were adopted.

THEREFORE, BE IT RESOLVED BY THE Haverford Township Board of Commissioners that the Board asks the Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend its disposal contract with the Delaware Valley Resource Recovery Facility for another five years when the option is presented to them by Covanta as early as May 1, 2021 and that, before entering into another long-term waste disposal contract, it evaluate waste reduction and alternative waste management measures; the environmental and health effects of disposal options for any remaining waste; and environmental justice. If necessary, consider a shorter-term contract with reduced minimum annual waste tonnages that would allow ample time for evaluation and any necessary long-range planning and implementation.

DRAFT

Resolved this 12th day of April, 2021.

Formatted: Superscript

Township of Haverford

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager

DRAFT

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annual waste tonnages that would allow ample time for evaluation and any necessary long-range planning and implementation.

Resolved this 12th day of April, 2021.

Township of Haverford

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager

Resolution No. 2218-2021

Township of Haverford

Constructing a Walking Path at Polo Field

Now, therefore, be it resolved, that Haverford Township hereby requests a construction grant in the amount of $160,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a pervious walking path around Polo Field.

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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Resolved this 12th day of April, A.D. 2021.

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

TOWNSHIP OF HAVERFORD

RESOLUTION 2219-2021

A RESOLUTION EXTENDING THE FILING DEADLINE FOR THE TOWNSHIP OF HAVERFORD 2020 FINAL/2021 ESTIMATED BUSINESS PRIVILEGE AND MERCANTILE TAX RETURN FROM APRIL 15, 2021 TO MAY 17, 2021, OR SUCH OTHER FILING DEADLINE AS DETERMINED BY THE INTERNAL REVENUE SERVICE

WHEREAS, the Township of Haverford's Administrative Code, specifically Chapter 165 requires that business privilege and mercantile tax returns be filed on or before April 15 of each year;

WHEREAS, the Internal Revenue Service has extended its 2020 tax filing due date from April 15, 2021 to May 17, 2021;

WHEREAS, the Township recognizes the need for coordinated filing deadlines as most taxpayers rely on federal returns to prepare their Township of Haverford Business Privilege and Mercantile Tax Returns;

NOW, THEREFORE, BE IT RESOLVED by the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the deadline for filing the Final 2020/Estimated 2021 Business Privilege and Mercantile Tax Return be established as follows:

1. The deadline for filing the Final 2020/Estimated 2021 Business Privilege and Mercantile Tax Return will be extended until May 17, 2021, or such other filing deadline as determined by the Internal Revenue Service.

2. Any payment made for the Final 2020/Estimated 2021 Business Privilege and Mercantile licenses/taxes, consistent with the newly established deadline of May 17, 2021, or such other filing deadline as determined by the Internal Revenue Service, will not accrue penalty and interest. Taxpayers shall be liable for penalty and interest for incorrect returns consistent with past practices of the Township.

3. The extended payment deadline will not apply to delinquent taxes or delinquent returns prior to 2020.

RESOLVED this 12th day of April, 2021.

HAVERFORD TOWNSHIP

_____

Gerard T. Hart, President
Board of Commissioners

ATTEST: _____

David R. Burman
Township Manager/Secretary

Proposal Quote

Phase Two Darby Road Streetscape

March 16, 2021

Attention Dave Burman:

Three quotes have been received and upon review I recommend:

Cooper Electric
682 Parkway Drive
Broomall, PA 19008
(610) 605-2300

Cost: $23,183.76

Costars #008-268

I recommend Cooper Electric to provide service to the Township of Haverford for the 2021/2022 year. This company had the lowest responsible quote. All quotes are on file.

Sincerely,

Daniel Mariani

Director of Public Works

CC: Board of Commissioners

MINUTES
HAVERFORD TOWNSHIP
Board of Commissioners

EXECUTIVE SESSION – 6:00 p.m. - Legal

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, APRIL 12, 2021 AT 7:00 PM

VIA IN PERSON AND ZOOM

1. **Opening of Meeting – Gerard T. Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal matter and previously, on Thursday, April 8, 2021 to discuss a personnel matter.**

   a. **Roll Call – 8 Commissioners were present at roll call: in person were: Commissioners D'Emilio, Oliva, Holmes, Wechsler, Quinn and Hart**

      Via Zoom: Commissioners McCloskey and Siegel

   Commissioner Lewis was absent.

   Also present were: Via Zoom: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Aimee M. 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 Krause, Zoning Hearing Board and Chuck Faulkner, Township Engineer.

   In person: James J. Byrne, Jr., Esquire, Township Solicitor

On behalf of the Lewis Family, Commissioner Oliva, read the attached statement

b. Pledge of Allegiance

2. <u>Proclamation: Presentation by Commissioner Quinn</u>: Mrs. Irene Bermel – 100-Year old birthday milestone

3. <u>Citizens Forum – 20 Minutes Registered Speakers/20 Minutes Agenda Items</u>
<u>Amy Moskowitz – Library</u>
Ms. Moskowitz announced that the library reopened April 5th and explained new protocols due to Covid.
<u>Felicia Hurewitz – 345 Farwood Road – Composting</u>
Ms. Hurewitz does support the Waste Stream Resolution.
She asked the board to repeal the law that disallows food composting.

<u>Fred Steigerwalt – 237 Belfield – Renaming of Ballfields</u>
Mr. Steigerwalt questioned the Kennedy Law, if it does exist, in renaming ballfields.
<u>END OF REGISTERED SPEAKERS</u>
<u>Individuals that submitted letters to be read aloud</u>
<u>Dr. John Williams</u> – Haverford College (See attachment)
Haverford College continues to remain closed with gates locked in spite of vaccinations. He is suing the college.
The college hardly pays any taxes.
<u>Anthony Morinelli</u> – the website
Mr. Morinelli has noticed that the township website has a limited history page and needs to be expanded. He thinks Haverford should be renamed to Harford.
<u>RESPONSES TO CITIZENS FORUM</u>
The Board is glad to see the library open again.
In response to food composting. The board will ask the EAC and Health Department to review this request.
The Board will be discussing the renaming of parks and fields later in the evening.
In response to Dr. Williams – this is a legal matter and the board has no comment but will look into the sign issue.
The Board will look in to Mr. Morinelli's request.

4. <u>Presentation</u>: Phil Goldsmith, President, Library Board – Library Update
Mr. Goldsmith opened the meeting stating that Haverford Township is a great township to live and raise a family.
He presented the timeline from initial discussions. The HTFL has a competitive edge. The board is presenting a solution: add an addition to the second level to the right above the current parking lot. This will bring the library up to 26,200 square feet.
Mr. Bill Wilson presented expansion slides.
Mr. Trainor expanded on the design.
We would finally have a 21st century building which will allow: a room for Teens, Tweens (Middle School), young children and families, senior citizens and an AV Lab.
Total estimated cost: $16,500,000 (including soft costs).

5. <u>Bureau of Fire Update</u> presented by Commissioner Wechsler.
There were two major fires during the month – one on Central Avenue and one in

Springfield (Haverford assisted).

6. Township Auditor Update – Ross Anderson, CPA, Township Auditor reviewed the expenses and warrants and found no irregularities.

Mr. Anderson encourages everyone to get vaccinated.

7. David R. Burman – Township Manager's Update
Gov. Wolf announced that starting tomorrow, all adults (16 and older) are eligible to receive the vaccine.
Mr. Burman will be meeting with senior staff to discuss new protocols for opening the Commissioners' Meetings to the public.
Commissioner D'Emilio stated that he is disappointed in the way the state has handled the vaccination process. He is looking forward to opening the meetings to the public; but safely.

8. Approval of Minutes Regular Meeting Minutes of March 8, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of March 8, 2021.

Roll Called.

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

9. Approval of Warrants

Motion made by Commissioner Holmes and second by Commissioner McCloskey to approve the following warrant #4-2021 totaling $3,467,628.80

General & Sewer fund Payroll for March 18, 2021 in the amount of $651,404.29
General fund Payroll for March 31, 2021 in the amount of $60,850.37
General & Sewer fund Payroll for April 1, 2021 in the amount of $629,336.69
General Fund disbursements #4-2021 in the amount of $1,511,284.49
Page 4

Sewer Fund disbursements #4-2021 in the amount of $286,714.46
Community Development Block Grant Fund disbursement #4-2021 in the amount of $96,497.72
Capital Projects Fund disbursement #4-2021 in the amount of $225,784.05
Credit Card Statement ending February 27, 2021 in the amount of $5,756.73

Roll Called.

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

10. Haverford Township Free Library

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to continue with final design of the library *renovation* as previously authorized on September 14, 2020, or to proceed with final design of the library *expansion* concept as requested by the Board of Trustees of the Haverford Township Free Library

Roll Called.

6 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Holmes, Wechsler and Hart.

2 Commissioners voted No: Commissioners D'Emilio and Quinn voted No.

11. Tax Settlements and Stipulation of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3035 Darby Road (D.C. Folio #22-03-00655-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008926; and authorize Counsel and proper officers of the Board to execute necessary documents.
Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 8 Craig Lane (D.C. Folio #22-04-00161-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008852; and authorize Counsel and proper officers of the Board to execute necessary documents.
Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 310 Valley Road (D.C. Folio #22-02-01207-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008731; and authorize Counsel and proper officers of the Board to execute necessary documents.
Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Dartmouth Lane (D.C. Folio #22-04-00228-01)

pending in the Court of Common Pleas of Delaware County, No. 2021-000804; and authorize Counsel and proper officers of the Board to execute necessary documents.
Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 23 College Avenue (D.C. Folio #22-04-00082-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008591; and authorize Counsel and proper officers of the Board to execute necessary documents.
Roll Called.

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

12. <u>Ordinance No. P5-2021</u> Traffic (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:
<u>Parking of All Vehicles Prohibited at All Times</u>
Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.
<u>Stop Intersection</u>:
on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.
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Roll Called.

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

13. <u>Ordinance No. P6-2021</u> Civil Service Regulation Change (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.
Roll Called.

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

14. <u>Ordinance No. P8-2021</u> Traffic (1st Reading)
Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to adopt

the first reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:
Establish: Parking Time Limited
Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit
Parking of All Vehicles Prohibited at All Times
Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane
Roll Called.

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

15. Resolution No. 2217-2021 Waste Stream
Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2217-2021 ELIMINATING SYSTEMIC ENVIRONMENTAL INJUSTICE IN DELAWARE COUNTY'S WASTE STREAM
Roll Called.
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4 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey and Hart
4 Commissioners voted No: Commissioners Siegel, Holmes, Wechsler and Quinn.
Resolution No. 2217-2021 FAILED.

16. Resolution No. 2218-2021 Amending Resolution No. 2216-2021 – Polo Field/Pervious Walking Path
Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to adopt Resolution No. 2218-2021 that Haverford Township hereby requests a construction grant in the amount of $160,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a pervious walking path around Polo Field; 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.
Roll Called.

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

17. Resolution No. 2219-2021 Authorizing Filing Date Extension of 2020 Final/2021 Estimated Business Privilege and Mercantile Tax Return
Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution 2219-2021 EXTENDING THE FILING DEADLINE FOR THE TOWNSHIP OF HAVERFORD 2020 FINAL/2021 ESTIMATED BUSINESS PRIVILEGE AND MERCANTILE TAX RETURN FROM APRIL 15, 2021 TO MAY 17, 2021, OR SUCH OTHER FILING DEADLINE AS DETERMINED BY THE INTERNAL REVENUE SERVICE
Roll Called.

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

18. Contract Award
Public Works Department – Darby Road Streetscape – Phase 2 – Lighting

Page 8

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the Darby Road Streetscape, Phase 2, Lighting contract to Cooper Electric, Broomall, PA 19008, under CoStars Contract #008-268, in the amount of $23,183.76.
Roll Called.

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

19. Dedication
Parks and Recreation Department - Request to rename Steel Field (part of Hilltop Recreation Area) in honor of James Stewart
Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to rename part of Hilltop Recreation area, at Steel Field, in honor of James Stewart. (The football field only).

Discussion began.

Commissioner D'Emilio made a motion to TABLE. No one seconded.

Roll Called.

7 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Holmes, Wechsler, Quinn and Hart.

Commissioner D'Emilio voted No.

Under Robert's Rules, Commissioner D'Emilio was permitted to change his vote to Yes. The final count was not recited.

20. Continuation of Citizen's Forum for Non-Agenda Items – No one spoke

21. New business – No new business

22. Other business
Steve D'Emilio – 1st Ward Commissioner
God Bless Andy.
Page 9

Mario A. Oliva – 2nd Ward Commissioner
God Bless Andy.

Kevin McCloskey, Esquire – 3rd Ward Commissioner
Commissioner McCloskey hopes for Peace in Minnesota in lieu of Daunte Wright.
Again, the Ardmore Road Bridge will be closing again due to the installation of the railings.
Commissioner McCloskey encourages everyone to get vaccinated.

Dan Siegel, Esquire – 4th Ward Commissioner
Nothing to report.

Larry Holmes, Esquire – 6th Ward Commissioner
Nothing to report.

William F. Wechsler – 9th Ward Commissioner
Commissioner Wechsler announced the township had a successful Shredding event.
He thanked the Hilltop Civic Association for having a food truck available to sell food and for the fundraiser.
The next association meeting will be on May 27th.
Prayers are with Commissioner Lewis and his family.

Conor Quinn – 7th Ward Commissioner
God Bless Andy.
Commissioner Quinn thanked Bob Steelman for his help with two sanitation matters.
He also thanked the Public Works and Police Department for their help with the barriers on Brookline Boulevard.
He was proud to honor Mrs. Bermel upon her 100-year old birthday milestone.

Gerry Hart – 8th Ward Commissioner
Prayers for Andy Lewis.

23. All Commissioners agreed to adjourn.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners

PUBLIC NOTICE is hereby given that the Zoning & Hearing Board will hold a virtual public meeting on Monday, May 03, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meetingon Monday, June 06, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners

PUBLIC NOTICE is hereby given that the Zoning & Hearing Board will hold a virtual public meeting on Monday, May 10, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

EXECUTIVE SESSION – 6:30 P.M. - LEGAL

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 10, 2021 AT 7:00 PM

AGENDA

1. **Opening of Meeting**

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

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

3. **Appointment – 5th Ward Interim Commissioner**

Motion: to appoint _____ to serve as 5th Ward Interim Commissioner until the first regular meeting of the Board of Commissioners following the November election, at which time an individual will be elected to complete the unexpired term.

Voting order 1 2 3 4 5 6 9 7 8

Oath of Office by the Honorable Elisa Lacianca

4. **Civil Service Commission and Police Department**

Sergeants List

Motion: to accept the Haverford Township Sergeants List.

Voting order 1 2 3 4 5 6 9 7 8

Promotion:

Motion: to promote Officer _____ to the position of Sergeant.

Voting order 1 2 3 4 5 6 9 7 8

Police Week Acknowledgement

Officer of the Year

Officer Commendations

5. **Proclamations –**

Commissioner Siegel: Mr. George Campbell

Commissioner Hart: Children's Mental Health Week

6. **Bureau of Fire Update**

7. **Township Auditor Update**

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

9. **Approval of Minutes** **Regular Meeting Minutes of April 12, 2021**

Motion: to approve the Regular Meeting Minutes of April 12, 2021.

Voting order 1 2 3 4 5 6 9 7 8

10. **Approval of Warrants**

Motion: to approve the following warrant #5-2021 totaling $7,591,920.20

General & Sewer Fund Payroll for April 15, 2021 in the amount of $642,274.91
General & Sewer Fund Payroll for April 29, 2021 in the amount of $718,532.79
General Fund disbursements #5-2021 in the amount of $2,270,221.67
Sewer Fund disbursements #5-2021 in the amount of $1,047,963.42
Community Development Block Grant Fund disbursement #5-2021 in the amount of $65,589.86
Capital Projects Fund disbursement #5-2021 in the amount of $337,320.98
ACH – PA Office of Unemployment Benefits in the amount of $3,075.88
Debt Service – 2016 GO Issue (ACH) Bond Interest in the amount of $115,516.25
Debt Service – 2018 GO Issue (ACH) Bond Principal and Interest in the amount of $2,028,223.75
Debt Service – 2020 GO Issue (ACH) Bond Principal and Interest in the amount of $359,246.25
Credit Card Statement ending April 27, 2021 in the amount of $3,954.44

Voting order 1 2 3 4 5 6 9 7 8

11. **Settlement and Stipulation of Counsel**

Motion: to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District initiated property tax assessment appeal for property located at 48 W. Eagle Rd (D.C. Folio #22-03-00908-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009355; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2418 Hirst Terrace (D.C. Folio #22-03-01333-00) pending in the Court of Common Pleas of Delaware County, No. 2021-001101; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 617 Railroad Ave (D.C. Folio #22-05-00924-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008254; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 17 Coopertown Rd (D.C. Folio #22-04-00144-01) pending in the Court of Common Pleas of Delaware County, No. 2021-008505; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 912 Haverford Rd (D.C. Folio #22-05-00397-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008362; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Drexel Ave (D.C. Folio #22-09-00624-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008106; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P8-2021 **Traffic (2nd Reading)**

Motion: to adopt the second reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:

Establish: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit

Parking of All Vehicles Prohibited at All Times

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P9-2021 **Jack's Way Dedication (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Voting order 1 2 3 4 5 6 9 7 8

14. Resolution No. 2220-2021 **RACP Application & Business Plan - Haverford Township Free Public Library.**

Motion: to adopt Resolution No. 2220-2021 authorizing the filing of the formal RACP Application & Business Plan to assist with financing of the renovation project at the Haverford Township Free Public Library.

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2221-2021 **Finance Department - Reimbursements**

Motion: to adopt Resolution No. 2221-2021 approving A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA DECLARING THE TOWNSHIP'S OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS OF CAPITAL EXPENDITURES MADE OR TO BE MADE FOR CERTAIN PROJECTS; PROVIDING FOR CERTAIN RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Voting order 1 2 3 4 5 6 9 7 8

16. Resolution No. 2222-2021 **Revised Land Development Plans – 1315 Lawrence Road**

Motion: to adopt Resolution No. 2222-2021 approving the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, for the properties located at 850 and 1000 N. Eagle Road, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-01-00366-01 & 22-01-00727-00 was approved subject to conditions by the Board of Commissioners, Resolution No. 2149-2019 on August 12, 2019 and that that the recommendations of the Shade Tree Commission and Planning Commission have been reviewed and the landscape design required as a condition of approval for the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, is approved.

Voting order 1 2 3 4 5 6 9 7 8

17. Resolution No. 2223-2021 **Commissioners Support - Use of Radar and LIDAR**

Motion: to adopt Resolution No. 2223-2021 SUPPORTING HOUSE BILL 606 AND OTHER LEGISLATION CONTAINING THESE OR SIMILAR PROVISIONS.

Voting order 1 2 3 4 5 6 9 7 8

18. Resolution No. 2224-2021 **Announcement of Public Hearing – Zoning Map Amendment – 833 Buck Lane, Haverford**
Monday, June 7, 2021 – 6:45 P.M.

Motion: to adopt Resolution. 2224-2021 that the Township of Haverford is considering an amendment to its Zoning Chapter of the General Laws of the Township of Haverford by reclassifying the zoning district of the property located at 833 Buck Lane, Haverford, PA, known as Delaware County Folio No. 22-05-00138-00, from INS Institutional District to R-1A Low-Density Residential.

Voting order 1 2 3 4 5 6 9 7 8

19. Resolution No. 2225-2021 **Watershed Restoration & Protection Grant**

Motion: to adopt Resolution No. 2225-2021, that Haverford Township hereby requests a Watershed Restoration and Protection Program (WRPP) Grant in the amount of $300,000 from the Commonwealth Financing Authority for stream restoration activities in a portion of Cobbs Creek along Karakung Drive.

Voting order 1 2 3 4 5 6 9 7 8

20. Contract Awards

Demolition of former Brookline School

Motion: to award the demolition of the former Brookline School contract to Terra Technical Services, Downingtown, PA, in the amount of $381,000.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

21. Public Works Department

2021 Road Program

Motion: to award the 2021 Road Program contract to Allan Myers, Worcester, PA, in the amount of $1,341,450.10; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

22. 87 Octane Gasoline and #2 Fuel Oil

Motion: to award the 87 Octane Gasoline contract to PAPCO, Inc., Aston, PA, in the amount of $2.0948 per gallon; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to award the #2 Fuel Oil contract to Petroleum Traders Corporation, Fort Wayne, IN in the amount of $2.1960; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

Light Pole Painting

Motion: to approve proposal for the painting of (100) one hundred street light poles to Rafferty Painting & Power washing, Inc. of Lansdowne, PA, in the amount of $198.00 per pole or $19,800; submitting the lowest responsible quote.

Voting order 1 2 3 4 5 6 9 7 8

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

24. New business

25. Other business

26. Adjourn

PROCLAMATION

Proclaiming National Police Week and Police Officers' Memorial Day

WHEREAS, the police officers of Haverford Township have worked devotedly and selflessly on behalf of the people of Haverford Township; regardless of the peril or danger to themselves; and

WHEREAS, these officers have safeguarded the lives and property of the residents of Haverford Township; and

WHEREAS, these men and women, by their patriotic service and their dedicated efforts, have earned the gratitude of the residents of Haverford Township.

NOW, THEREFORE BE IT PROCLAIMED, the Commissioners of Haverford Township calls upon its' residents to observe the week of May 9 to May 15, 2021 as Police Week.

BE IT FURTHER PROCLAIMED that the Commissioners of Haverford Township calls upon the community to observe May 15, 2021 as National Police Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in the service to their community.

PROCLAIMED this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD BOARD OF COMMISSIONERS

By: _____
Gerard T. Hart, President

Attest: _____
David R. Burman, Township Manager

Proclamation

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, wish to recognize and honor long-time Haverford Township resident

GEORGE CAMPBELL

for his selfless service; and

Whereas, born and raised in Lower Merion, George, as a 17 year-old tried to enlist to serve in WWII, but was denied, due to his age – until age 18; and

Whereas, George is recognized by the "Quilts of Valor" organization for his service in the Pacific during WWII; and

Whereas, for more than three decades George has volunteered his time with Haverford High School sports – leading him to be enshrined in 2011 - Haverford High School's Sports Hall of Fame; and

Whereas, known to his family and friends as a humble man, he remains active in the community, taking classes at Haverford Township Adult School.

Now, therefore, be it Proclaimed that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, does hereby offer its congratulations and wishes you blessings in all your future endeavors.

Proclaimed this 10th day of May, 2021.

Township of Haverford
Board of Commissioners
By: Gerard T. Hart
President

By: Daniel J. Siegel, Esquire
4th Ward Commissioner

Attest: David R. Burman, Township Manager

PROCLAMATION

WHEREAS, good mental health is a key component in a child's healthy development and Children's Mental Health Awareness Week provides the opportunity to focus on this important matter; while celebrating the accomplishments of children and families affected by mental health concerns; and

WHEREAS, one in five children experiences, or will experience, a mental health disorder; and

WHEREAS, research has shown early identification and appropriate treatment of mental health disorders among children and adolescents provide them better opportunities to lead full and productive lives; and

WHEREAS, children and youth with mental health challenges and their families benefit from access to timely services and supports that are Family-driven, youth-guided and culturally appropriate; they also benefit from the integration of behavioral health in primary care, education and child welfare; and

WHEREAS, it is important that children and adolescents, along with their families and communities, learn about warning signs of mental health disorders and where to obtain necessary assistance and treatment; and

WHEREAS, obtaining a full and accurate diagnosis of a child requires gathering information from diverse sources, including the family, school and others involved with the child.

NOW, therefore be it proclaimed that the Township of Haverford Board of Commissioners does hereby proclaim

MAY 2 – 8, 2021

CHILDREN'S MENTAL HEALTH AWARENESS WEEK

Proclaimed this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart, President

Board of Commissioners

Attest: David R. Burman
Township Manager

EXECUTIVE SESSION – 6:00 p.m. - Legal

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, APRIL 12, 2021 AT 7:00 PM

VIA IN PERSON AND ZOOM

1. **Opening of Meeting – Gerard T. Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a legal matter and previously, on Thursday, April 8, 2021 to discuss a personnel matter.**

   a. **Roll Call – 8 Commissioners were present at roll call: in person were: Commissioners D'Emilio, Oliva, Holmes, Wechsler, Quinn and Hart**

      Via Zoom: Commissioners McCloskey and Siegel

   Commissioner Lewis was absent.

   Also present were: Via Zoom: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Aimee M. 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 Krause, Zoning Hearing Board and Chuck Faulkner, Township Engineer.

   In person: James J. Byrne, Jr., Esquire, Township Solicitor

On behalf of the Lewis Family, Commissioner Oliva, read the attached statement

   b. **Pledge of Allegiance**

2. **Proclamation: Presentation by Commissioner Quinn: Mrs. Irene Bermel – 100-Year old birthday milestone**

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

Amy Moskowitz – Library

Ms. Moskowitz announced that the library reopened April 5th and explained new protocols due to Covid.

Felicia Hurewitz – 345 Farwood Road – Composting

Ms. Hurewitz does support the Waste Stream Resolution.

She asked the board to repeal the law that disallows food composting.

Fred Steigerwalt – 237 Belfield – Renaming of Ballfields

Mr. Steigerwalt questioned the Kennedy Law, if it does exist, in renaming ballfields.

END OF REGISTERED SPEAKERS

Individuals that submitted letters to be read aloud

Dr. John Williams – Haverford College (See attachment)

Haverford College continues to remain closed with gates locked in spite of vaccinations. He is suing the college.

The college hardly pays any taxes.

Anthony Morinelli – the website

Mr. Morinelli has noticed that the township website has a limited history page and needs to be expanded. He thinks Haverford should be renamed to Harford.

RESPONSES TO CITIZENS FORUM

The Board is glad to see the library open again.

In response to food composting. The board will ask the EAC and Health Department to review this request.

The Board will be discussing the renaming of parks and fields later in the evening.

In response to Dr. Williams – this is a legal matter and the board has no comment but will look into the sign issue.

The Board will look in to Mr. Morinelli's request.

4. Presentation: Phil Goldsmith, President, Library Board – Library Update

Mr. Goldsmith opened the meeting stating that Haverford Township is a great township to live and raise a family.

He presented the timeline from initial discussions. The HTFL has a competitive edge. The board is presenting a solution: add an addition to the second level to the right above the current parking lot. This will bring the library up to 26,200 square feet.

Mr. Bill Wilson presented expansion slides.

Mr. Trainor expanded on the design.

We would finally have a 21st century building which will allow: a room for Teens, Tweens (Middle School), young children and families, senior citizens and an AV Lab.

Total estimated cost: $16,500,000 (including soft costs).

5. Bureau of Fire Update presented by Commissioner Wechsler.

There were two major fires during the month – one on Central Avenue and one in Springfield (Haverford assisted).

6. Township Auditor Update – Ross Anderson, CPA, Township Auditor reviewed the expenses and warrants and found no irregularities.

Mr. Anderson encourages everyone to get vaccinated.

7. David R. Burman – Township Manager's Update

Gov. Wolf announced that starting tomorrow, all adults (16 and older) are eligible to receive the vaccine.

Mr. Burman will be meeting with senior staff to discuss new protocols for opening the Commissioners' Meetings to the public.

Commissioner D'Emilio stated that he is disappointed in the way the state has handled the vaccination process. He is looking forward to opening the meetings to the public; but safely.

8. Approval of Minutes Regular Meeting Minutes of March 8, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of March 8, 2021.

Roll Called.

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

9. Approval of Warrants

Motion made by Commissioner Holmes and second by Commissioner McCloskey to approve the following warrant #4-2021 totaling $3,467,628.80

General & Sewer fund Payroll for March 18, 2021 in the amount of $651,404.29
General fund Payroll for March 31, 2021 in the amount of $60,850.37
General & Sewer fund Payroll for April 1, 2021 in the amount of $629,336.69
General Fund disbursements #4-2021 in the amount of $1,511,284.49

Sewer Fund disbursements #4-2021 in the amount of $286,714.46
Community Development Block Grant Fund disbursement #4-2021 in the amount of $96,497.72
Capital Projects Fund disbursement #4-2021 in the amount of $225,784.05
Credit Card Statement ending February 27, 2021 in the amount of $5,756.73

Roll Called.

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

10. Haverford Township Free Library

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to continue with final design of the library *renovation* as previously authorized on September 14, 2020, or to proceed with final design of the library *expansion* concept as requested by the Board of Trustees of the Haverford Township Free Library

Roll Called.

6 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Holmes, Wechsler and Hart.

2 Commissioners voted No: Commissioners D'Emilio and Quinn voted No.

11. Tax Settlements and Stipulation of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3035 Darby Road (D.C. Folio #22-03-00655-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008926; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 8 Craig Lane (D.C. Folio #22-04-00161-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008852; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 310 Valley Road (D.C. Folio #22-02-01207-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008731; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Dartmouth Lane (D.C. Folio #22-04-00228-01) pending in the Court of Common Pleas of Delaware County, No. 2021-000804; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 23 College Avenue (D.C. Folio #22-04-00082-01) pending in the Court of Common Pleas of Delaware County, No. 2020-008591; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

12. Ordinance No. P5-2021 Traffic (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P5-2021 establishing traffic restrictions on the following highways:

Parking of All Vehicles Prohibited at All Times

Vernon Road, South Side, at the T-turnaround, from the southwest corner to a point 30 feet west thereof.

Stop Intersection:

on Lynnewood Drive at the intersection of Maryland Avenue, making this a 3-way stop intersection.

Roll Called.

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

13. Ordinance No. P6-2021 Civil Service Regulation Change (2nd Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Civil Service Commissions removal of Article III Applications and Qualifications, Subsection 32-19, Subsection B eliminating a candidate's requirement for ACT 120.

Roll Called.

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

14. Ordinance No. P8-2021 Traffic (1st Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:

Establish: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit

Parking of All Vehicles Prohibited at All Times

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

Roll Called.

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

15. Resolution No. 2217-2021 Waste Stream

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2217-2021 ELIMINATING SYSTEMIC ENVIRONMENTAL INJUSTICE IN DELAWARE COUNTY'S WASTE STREAM

Roll Called.

4 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey and Hart

4 Commissioners voted No: Commissioners Siegel, Holmes, Wechsler and Quinn.

Resolution No. 2217-2021 FAILED.

16. Resolution No. 2218-2021 **Amending Resolution No. 2216-2021 – Polo Field/Pervious Walking Path**

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to adopt Resolution No. 2218-2021 that Haverford Township hereby requests a construction grant in the amount of $160,000 from PA. Department of Conservation and Natural Resources (DCNR) to be used for construction of a pervious walking path around Polo Field; 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 PA. Department of Conservation and Natural Resources to facilitate and assist in obtaining the requested grant.

Roll Called.

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

17. Resolution No. 2219-2021 **Authorizing Filing Date Extension of 2020 Final/2021 Estimated Business Privilege and Mercantile Tax Return**

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution 2219-2021 EXTENDING THE FILING DEADLINE FOR THE TOWNSHIP OF HAVERFORD 2020 FINAL/2021 ESTIMATED BUSINESS PRIVILEGE AND MERCANTILE TAX RETURN FROM APRIL 15, 2021 TO MAY 17, 2021, OR SUCH OTHER FILING DEADLINE AS DETERMINED BY THE INTERNAL REVENUE SERVICE

Roll Called.

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

18. Contract Award

Public Works Department – Darby Road Streetscape – Phase 2 – Lighting

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the Darby Road Streetscape, Phase 2, Lighting contract to Cooper Electric, Broomall, PA 19008, under CoStars Contract #008-268, in the amount of $23,183.76.

Roll Called.

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

19. Dedication

Parks and Recreation Department - Request to rename Steel Field (part of Hilltop Recreation Area) in honor of James Stewart

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to rename part of Hilltop Recreation area, at Steel Field, in honor of James Stewart. (The football field only).

Discussion began.

Commissioner D'Emilio made a motion to TABLE. No one seconded.

Roll Called.

7 Commissioners voted Yes: Commissioners Oliva, McCloskey, Siegel, Holmes, Wechsler, Quinn and Hart.

Commissioner D'Emilio voted No.

Under Robert's Rules, Commissioner D'Emilio was permitted to change his vote to Yes. The final count was not recited.

20. Continuation of Citizen's Forum for Non-Agenda Items – No one spoke

21. New business – No new business

22. Other business

Steve D'Emilio – 1st Ward Commissioner

God Bless Andy.

Mario A. Oliva – 2nd Ward Commissioner

God Bless Andy.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey hopes for Peace in Minnesota in lieu of Daunte Wright.

Again, the Ardmore Road Bridge will be closing again due to the installation of the railings.

Commissioner McCloskey encourages everyone to get vaccinated.

Dan Siegel, Esquire – 4th Ward Commissioner

Nothing to report.

Larry Holmes, Esquire – 6th Ward Commissioner

Nothing to report.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler announced the township had a successful Shredding event.

He thanked the Hilltop Civic Association for having a food truck available to sell food and for the fundraiser.

The next association meeting will be on May 27th.

Prayers are with Commissioner Lewis and his family.

Conor Quinn – 7th Ward Commissioner

God Bless Andy.

Commissioner Quinn thanked Bob Steelman for his help with two sanitation matters.

He also thanked the Public Works and Police Department for their help with the barriers on Brookline Boulevard.

He was proud to honor Mrs. Bermel upon her 100-year old birthday milestone.

Gerry Hart – 8th Ward Commissioner

Prayers for Andy Lewis.

23. All Commissioners agreed to adjourn.

Attachment

It is with a very heavy heart that I speak tonight, on behalf of his family to inform the public that Commissioner Andy Lewis is ill.

Andy is presently a patient at the Hospital of the University of Pennsylvania. About two weeks ago he showed stroke-like symptoms, but the doctors have ruled out a stroke, brain cancer, a brain tumor, and a number of other conditions.

Commissioner Lewis does not have a definitive diagnosis yet, and won't until later this week. We know right now that Commissioner Lewis will not be able personally to help his constituents for some time. Township Manager Dave Burman and all the Commissioners, myself included, will assist Andy's constituents to the greatest extent possible during Andy's illness.

Commissioner Lewis' family asks that everyone respect Andy's and their privacy during this very difficult time. Your thoughts and prayers and kind wishes are greatly appreciated, but we do ask, on behalf of his family, that you refrain from contacting them at this time, and please refrain from speculating as to his condition.

Thank you for your very kind cooperation and concern during this immensely difficult time.

Attachment

730 Panmure Road
Haverford, PA 19041

April 5, 2021

Mr. Andrew Lewis
Commissioner, Fifth Ward of Haverford Township
1014 Darby Road
Havertown, PA 19083

Dr. Anthony Stevenson
Commissioner, Fourth Ward of Lower Merion Township
75 East Lancaster Avenue
Ardmore, PA 19003

Dear Commissioners Lewis and Stevenson:

RE: Haverford College and Its Continuing Exclusion and/or Oppression of Haverford and Lower Merion Township Residents

It has now been more than one year since Haverford College barred the community from its campus. When the closure first occurred, the College cited its "temporary" need to exclude outsiders in order to reduce the risk of COVID-19 transmission.

Yet one year later, with the pandemic on its wane and vaccination rates rising—more than 31% of Pennsylvanians have received at least one shot,[1] and one vaccination has been shown to confer nearly complete immunity to the virus[2]—the campus remains closed. Such is the state of affairs despite the fact that vaccination has been shown to prevent both symptomatic and asymptomatic infections, thereby making viral transmission from vaccinated persons (such as myself) almost impossible.[3]

Why does the campus remain closed? Some say that COVID-19 will be with us forever. Does this mean that the Haverford College campus will always remain closed?

For some background, Haverford College purports to be an institution of purely public charity. As such, it pays almost no real estate tax on the lands and buildings of its more than 200-acre campus. Generations of Pennsylvanians from Haverford Township, Lower Merion, and beyond have used the College's campus for recreation, **without explicit permission to do so.** I believe

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[1] https://www.nytimes.com/interactive/2020/us/covid-19-vaccinedoses.html?action=click&module=Top%20Stories&pgtype=Homepage. Accessed March 30, 2021.
[2] https://www.advisory.com/en/daily-briefing/2021/03/04/vaccine-transmission. Accessed March 30, 2021.
[3] https://www.cdc.gov/mmwr/volumes/70/wr/mm7013e3.htm?s_cid=mm7013e3_w. Accessed April 5, 2021.

that because of this right, Haverford College's neighbors were willing to subsidize (through their taxes) an institution that has little involvement with or relevance to its surroundings.

As a taxpayer, however, I find it intolerable that the College's campus has remained closed to the surrounding community for a full year and counting, and that the College employs a roving security force that even now threatens those who use the campus with arrest. The locking of the College's gate at Armat Avenue in Lower Merion Township is particularly offensive for reasons of equity that require no explanation.

For my part, having run on the campus's Nature Trail in a prescriptive manner for more than 21 years, I have sued the College, asserting my right to use the Trail regardless of the College's pronouncements or protestations. This case is pending in the Court of Common Pleas, Delaware County, and my good-faith assertion of a prescriptive easement (not to mention the filing of a lawsuit asserting the same) prevents me from being convicted of trespass. See *Commonwealth v. Namack.* 444 Pa. Superior Ct. 9 (1995). 663 A.2d 191.

I suspect, however, that many of your constituents and the public at large who have similarly used the campus and Nature Trail are unaware that the College has no right to bar their presence. Instead, these members of the public, while trying to assert their rights, are chased away and/or threatened with arrest.

As noted above, Haverford College is at present immune to real estate taxation because it claims to be an institution of purely public charity under Pennsylvania law. To qualify for that designation, the College must meet all of the following criteria:

"(1) advance a charitable purpose;

(2) donate or render gratuitously a substantial portion of its services;

(3) benefit a substantial and indefinite class of persons who are legitimate subjects of charity;

(4) relieve the government of some burden; and

(5) operate entirely free from private profit motive."[4]

Yet what governmental burden does the College relieve when it bars its neighbors from use of its campus or when it summons Township Police to chase away runners and walkers legally using the grounds? Before March 2020, the College provided a kind of park in which its taxpaying neighbors could recreate, thus relieving the need for Haverford and Lower Merion Townships to provide the same. This is no longer the case.

I therefore ask that both of you, in the interest of your constituents, contact the College and inquire about how long they intend to keep their campus closed. Furthermore, I ask that you communicate just how much Haverford's actions degrade the College's reputation in its surrounding communities. For my part, my case continues, and I intend, if necessary, to

[4] https://revenue-pa.custhelp.com/app/answers/detail/a_id/1195/~/what-are-the-five-prongs-that-nonprofits-must-meet-to-earn-tax-exempt-status%3F. Accessed March 30, 2021.

challenge the College's status as an institution of purely public charity within the context of Pennsylvania law.

You also should be aware that the College has now, for more than seven months, maintained, without Township approval, illegally large signage at the intersection of Walton Lane and College Avenue. I ask that the Haverford Township Manager investigate this immediately. Similar signage exists along Lancaster Avenue in Lower Merion Township and may also be in violation of the Lower Merion Code.

Finally, I believe that the time has come to require the College to make Payments of Lieu of Taxes to both Townships, to the Lower Merion and Haverford School Districts, and to Delaware and Montgomery Counties. Since I reported on this topic to the Haverford Township Board of Commissioners last Fall, the University of Pennsylvania has begun to make similar payments to the City of Philadelphia. With an endowment of more than $500 million, I believe that Haverford College can well afford to do something similar.[5]

Sincerely yours,

John P. Williams MD

John Williams

[5] https://hechingerreport.org/activists-question-whether-wealthy-universities-should-be-exempt-from-property-taxes/. Accessed March 30, 2021.

Attachment T.

Gloria Cugini

From: Dave Burman on behalf of Info
Sent: Monday, April 12, 2021 9:06 AM
To: Gloria Cugini
Subject: FW: Web Site

From: ANTHONY MORINELLI <tmorinelli@verizon.net>
Sent: Friday, April 9, 2021 5:33 PM
To: Info <Info@HAVTWP.ORG>; Commissioners <Commissioners@HAVTWP.ORG>
Subject: Web Site

I would like this email to be read in public at the meeting on Monday, April 12.

Gentlemen,

At present Haverford Township lacks a history page.

I would like to offer the township all the information on the website I have compiled. This website details the history of each neighborhood with full documentation.

All information has been carefully researched and should be accurate. Amendments are always appreciated.

I would happily continue to amend all pages. The township would have the right to adjust or amend any entry.

Please, take a moment to present the website at the Monday evening meeting on April 12th.

Thank you,

Tony Morinelli
Harford Hall
Mill Road

Gloria Cugini

From: Dave Burman on behalf of Info
Sent: Monday, April 12, 2021 9:06 AM
To: Gloria Cugini
Subject: FW: Website address

From: ANTHONY MORINELLI <tmorinelli@verizon.net>
Sent: Friday, April 9, 2021 5:36 PM
To: Info <Info@HAVTWP.ORG>; Commissioners <Commissioners@HAVTWP.ORG>
Subject: Website address

Following is the website address that I meant to include with the email to offer the website to the township.
you will see this first, but it belongs second.

https://iliveinharford.com/index.html

Tony Morinelli

ORDINANCE NO. P8-2021

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 175-94, Schedule XIX: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2 hour limit

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

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

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 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P9- 2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Whereas, Haverford Township did approve the "Record Plan- Preliminary/Final Proposed Subdivision Plan- 1400/1408 Fairview Avenue", dated October 9, 2006 and last revised on October 23, 2012, for a subdivision resulting in a total of seven (7) parcels on January 8, 2007 by Board Resolution No. 1612-2007; and

Whereas, the aforesaid plans provided for the construction of certain improvements needed to construct homes on Jack's Way, specifically the roadbed, road improvements and sanitary sewer located along Jack's Way; and

Whereas, the tract of land containing the public improvements is owned by Renehan Building Group, Inc., a Pennsylvania Corporation; and

Whereas, the developer has completed the improvements as depicted on the said Plan as required and certified by the Township Engineer; and

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the Board deems it in the best interest of the Township of Haverford to accept dedication of Jack's Way as public land as follows:

SECTION 1. **Dedication of Jack's Way.** The Township of Haverford hereby accepts the Deed Dedication from Renehan Building Group, Inc. of roadbed, road improvements and sanitary sewer serving the Jack's Way subdivision located along Fairview Road and Jack's Way as more fully described in the Deed of Dedication to Haverford Township on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

SECTION 4. Effective Date. This ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this day of , A.D., 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

ATTEST:
David R. Burman
Township Manager/Secretary

Prepared by and Return to:
Sean A. O'Neill, Esq.
Lentz, Cantor & Massey, Ltd.
460 East King Road
Malvern, PA 19355

Folio No.: N/A [Roadbed]
Formerly part of Tax Parcel Nos.:
22-36-037
22-36-038
22-36-039

Consideration: $1.00 - Deed of Dedication of public improvements to the Township of Haverford for no consideration

DEED OF DEDICATION TO HAVERFORD TOWNSHIP

THIS INDENTURE made the _____ day of _____, 2021
BETWEEN

RENEHAN BUILDING GROUP, INC.
(hereinafter called the Grantor), of the one part,

and

THE TOWNSHIP OF HAVERFORD
(hereinafter called the Grantee) of the one part,

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 lawful money of the United States of America, unto it, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, in fee: the roadbed, road improvements and sanitary sewer serving the 1400/1408 Fairview Avenue subdivision located on Fairview Avenue and shown on a certain record plan prepared by Momenee & Associates, dated October 9, 2006, last revised October 23, 2012 and recorded in the office for the Recorder of Deeds in and for Delaware County, Pennsylvania in Volume 32,

Page 29, and the roadbed is more specifically described on Exhibit A attached hereto and made a part hereof.

THIS transaction is excluded from Pennsylvania Realty Transfer Tax as a Deed of Dedication of public improvements to the Township of Haverford for no consideration.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any ways appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described and the improvements, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, by these presents covenants, grants and agrees for and with the said Grantee, its successors and assigns, that the said Grantor and its successors and assigns, all and singular the hereditaments and premises herein granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor or any of them shall and will under and subject aforesaid.

WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

Witness:_____

RENEHAN BUILDING GROUP, INC.

By:_____

Name: James M. Renehan, President

I hereby certify that the following is the Grantee's true and correct address:

Haverford Township
1014 Darby Road
Havertown, PA 19083

_____
Sean A. O'Neill, Esquire

EXHIBIT A

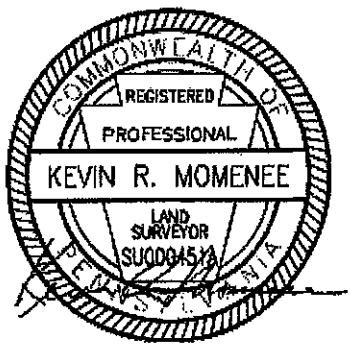
MOMENEE & ASSOCIATES, INC.
924 COUNTY LINE ROAD • BRYN MAWR • PENNSYLVANIA 19010
PHONE: (610) 527-3030 • FAX: (610) 527-9008
EMAIL: info@momenee.com
www.momenee.com

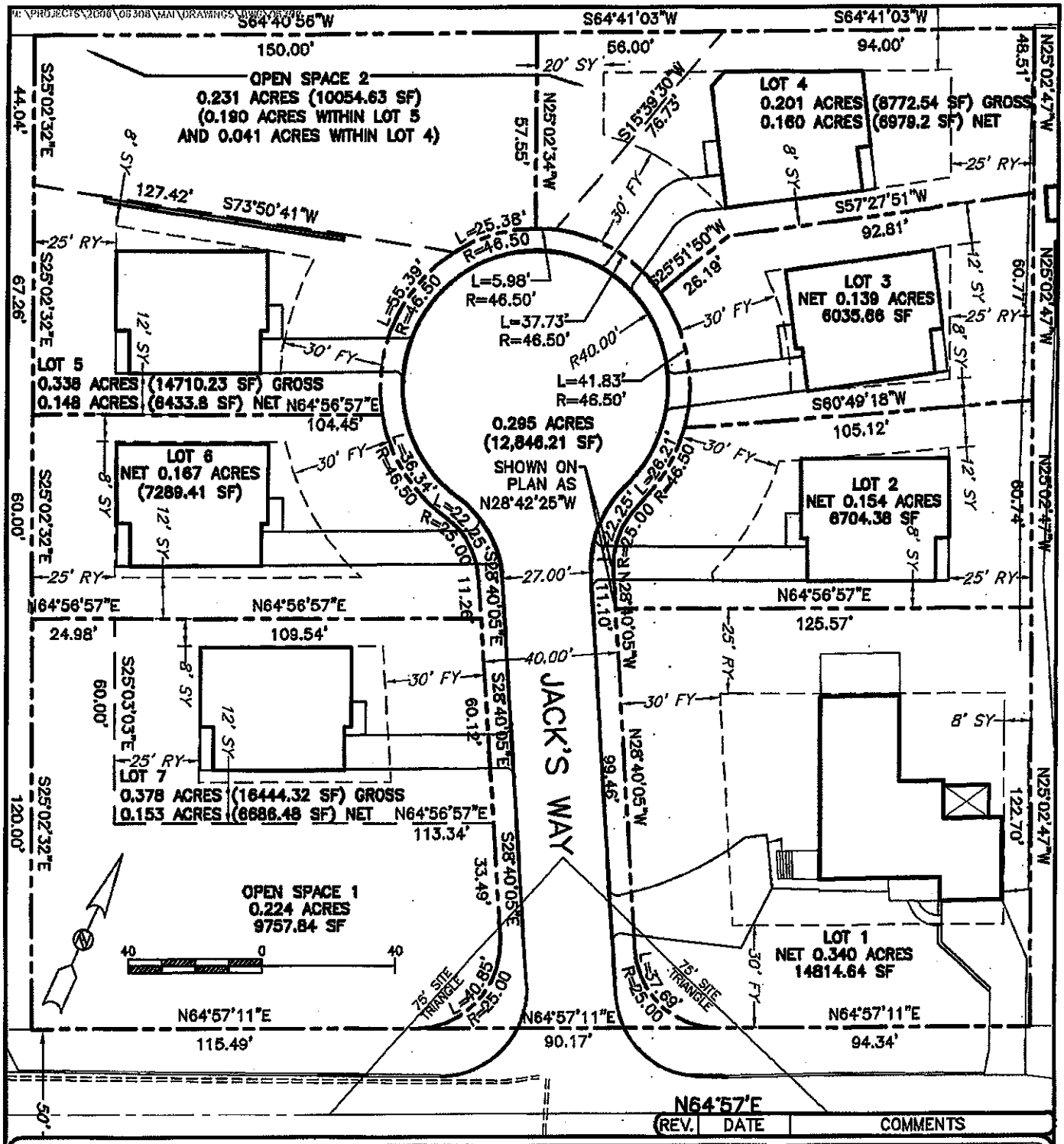
Description of a parcel of land known as Jack's Way, a 40 foot wide road situate in the Township of Haverford, the County of Delaware, and the Commonwealth of Pennsylvania according to a plan prepared by Momenee and Associates, Inc. Consulting Civil Engineers and Land Surveyors titled "Record Plan – Preliminary/Final Subdivision Plan – 1400/1408 Fairview Avenue", dated October 9, 2006, last revised January 4, 2008 as follows to wit:

BEGINNING at a point at the intersection of the westerly side of Jack's Way (40 feet wide) and the northerly side of Fairview Avenue (50 feet wide), thence from said beginning point, the following 7 courses and distances, 1) along the arc of a circle, curving to the left, having the radius 25.00 feet and the arc length 40.85 feet to a point of tangency, 2) North 28° 40' 05" West the distance of 104.87 feet to a point of tangency, 3) along the arc of a circle, curving to the left, having the radius 25.00 feet and the arc length 22.25 feet to a point of reverse curvature, 4) along the arc of a circle curving to the right, having the radius 46.50 feet and the arc length 228.86 feet to a point of reverse curvature, 5) along the arc of a circle, curving to the left, having the radius 25.00 feet and the arc length 22.25 feet to a point of tangency, 6) South 28° 40' 05" East the distance of 110.56 feet to a point of tangency, 7) along the arc of a circle, curving to the left, having the radius 25.00 feet and the arc length 37.69 feet to a point on the northerly side of Fairview Avenue, thence along said side, South 64° 57' 11" West the distance of 90.17 feet to the first mentioned point and place of beginning.

CONTAINING: 12,846 square feet (0.295 acres) more or less.

EXHIBIT "A, p.1 of 2





REV.	DATE	COMMENTS

RECORD PLAN
1400/1408 FAIRVIEW AVENUE

MOMENEE & ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008
420 EXTON SQUARE PARKWAY, EXTON, PA 19341 PHONE: (610) 594-8384 FAX: (610) 594-6267

DATE: JULY 29, 2011
SHEET NO. 1 OF 1
SCALE: 1" = 40'
FILE NO.: 06-308

COMMONWEALTH/STATE OF _____:

: ss.

COUNTY OF _____:

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared JAMES M. RENEHAN, who acknowledged himself to be the President of RENEHAN BUILDING GROUP, INC., a Pennsylvania corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

My Commission expires:

(SEAL)

TOWNSHIP OF HAVERFORD

RESOLUTION 2220-2021

A RESOLUTION AUTHORIZING FILING OF A FORMAL RACP APPLICATION & BUSINESS PLAN TO ASSIST WITH FINANCING OF THE RENOVATION PROJECT AT THE HAVERFORD TOWNSHIP FREE PUBLIC LIBRARY

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible projects through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, the Board of Commissioners of the Township of Haverford acknowledge both facility and operational inefficiencies at the Haverford Township Free Public Library located at 1601 Darby Road; and

WHEREAS, the Board did authorize the general design direction and renovation of the Haverford Township Free Public Library to provide improved energy efficiency, space reconfiguration to include much needed communal areas to enhance the library experience and to promote community within the Township; and

WHEREAS, the Haverford Township Free Public Library is a leading member of the Delaware County Library System so its resources and services are shared throughout the County; and

WHEREAS, the renovation of the Haverford Township Free Public Library will allow the Library to expand its role as a community-hub for life-long learning, creativity and culture not only for the residents of Haverford Township but for the entire Delaware County community; and

WHEREAS, the Township of Haverford obtained RACP grant approval of $1 million from the Commonwealth of Pennsylvania for the purpose of assisting with the renovation of said Haverford Township Free Public Library; and

NOW, THEREFORE, BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Haverford, County of Delaware County, and it is hereby resolved by authority of the same, that the Township Manager, David R. Burman of the said Township of Haverford be authorized and directed to sign and submit the Commonwealth of Pennsylvania RACP grant application and business plan.

RESOLVED this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

_____

Gerard T. Hart
President
Township of Haverford Board of Commissioners

ATTEST:

_____

David R. Burman
Township Manager/Secretary

I, David R. Burman, Township Manager/Secretary of the Township of Haverford, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 10th day of May, 2021.

DATE: _____

_____

David R. Burman, Township Manager/Secretary

RESOLUTION 2221-2021

A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA DECLARING THE TOWNSHIP'S OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS OF CAPITAL EXPENDITURES MADE OR TO BE MADE FOR CERTAIN PROJECTS; PROVIDING FOR CERTAIN RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Township of Haverford, Delaware County, Pennsylvania (the "Township") has determined to undertake certain capital projects described in Exhibit "A" attached hereto and made a part hereof (the "Projects"); and

WHEREAS, the Township intends that all or a portion of the costs of the Projects will be financed with the proceeds of one or more series of tax-exempt obligations issued by the Township (collectively, the "Bonds") in the maximum principal amounts for each Project as shown in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Township has made or anticipates that it will make expenditures of its own funds with respect to the Projects, which expenditures the Township reasonably expects to reimburse from the proceeds of the Bonds (collectively, the "Expenditures");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP THAT:

SECTION ONE. Declaration of Intent. The Township hereby states its intention and reasonably expects to reimburse Expenditures made by the Township prior to the issuance of the Bonds with proceeds of the Bonds. The general character, type, purpose, and function of each of the Projects are as described in Exhibit "A" attached hereto and made a part hereof.

SECTION TWO. Maximum Expected Amount of Bonds. The reasonably expected maximum principal amount of the Bonds to be issued to finance each of the Projects for which the Township has made or will be making Expenditures and intends to reimburse itself is as shown in Exhibit "A" attached hereto and made a part hereof.

SECTION THREE. Timing of Expenditures. This Resolution is being adopted no more than 60 days after the date that the Township has expended or will expend moneys for the portion of the costs of the Projects to be reimbursed from proceeds of the Bonds.

SECTION FOUR. Nature of Expenditures. Each Expenditure will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), or (b) a cost of issuance with respect to the Bonds.

SECTION FIVE. **Reasonableness of Intent.** The Township reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds. The Board of Commissioners is not aware of the previous adoption of official intents by the Township that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION SIX. **Compliance with Treasury Regulations**. This Resolution is adopted as official action of the Township in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of expenditures incurred prior to the date of issue of the Bonds.

SECTION SEVEN. Officers to Take Actions. The appropriate officers of the Township are hereby authorized and directed to take or approve the taking of such actions as may be necessary or appropriate in order to preserve the ability of the Township to finance its capital expenditures in accordance with the applicable federal tax requirements and this Resolution.

SECTION EIGHT. No Sinking Fund. The Township will not, at any time within one year after allocation of proceeds of the Bonds to reimburse any expenditure, use the reimbursed funds to create a sinking fund for any issue of tax exempt bonds or otherwise to replace the proceeds of any issue of tax-exempt bonds.

SECTION NINE. Severability. If any provision of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining provisions of this Resolution.

SECTION TEN. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

EXHIBIT "A"

Description of the Projects

PROJECT	**MAXIMUM AMOUNT OF BONDS**
Library Renovations and Improvements	$16,150,000
Acquisition of Fire Apparatus	$3,300,000
Park and Recreation Improvements	$2,000,000
Solar Panels on Township Buildings	$1,000,000
Darby Creek Trail Extension	$800,000
Acquisition of Ambulances	$500,000
Facility Improvements at Public Works Yard	$250,000
TOTAL	$24,000,000

RESOLUTION NO. 2222-2021

WHEREAS, the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, for the properties located at 850 and 1000 N. Eagle Road, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-01-00366-01 & 22-01-00727-00 was approved subject to conditions by the Board of Commissioners, Resolution No. 2149-2019 on August 12, 2019; and

WHEREAS, 1315 Lawrence Road Holdings, L.P., owner of 1000 N. Eagle Road, also known as 1315 Lawrence Road, has submitted a Proposed Fence and Planting Plan prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA 19008, dated August 28, 2020 and last revised on March 23, 2021 to address a condition of the aforesaid Resolution to design and install the required landscape plantings within "Tract 1" and along Lawrence Road; and

WHEREAS, a variance to erect a 6' high estate fence within the front yard setback along Lawrence Road was granted by the Zoning Hearing Board on Thursday, April 1, 2021, subject to certain conditions; and

WHEREAS, the Shade Tree Commission of Haverford Township at the public meeting of Monday, March 22, 2021, and the Planning Commission of Haverford Township at the public meeting of Thursday, March 25, 2021, did vote to recommend approval, provided that the applicant diversify the species, and consider selections of plantings that will not interfere with the overhead utilities; 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 of the Shade Tree Commission and Planning Commission have been reviewed and the landscape design required as a condition of approval for the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, is approved.

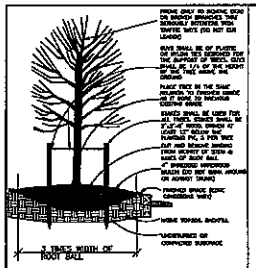
RESOLVED this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

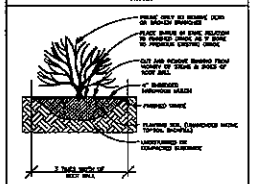
By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

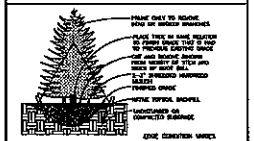
APPLICANT EXHIBIT 6



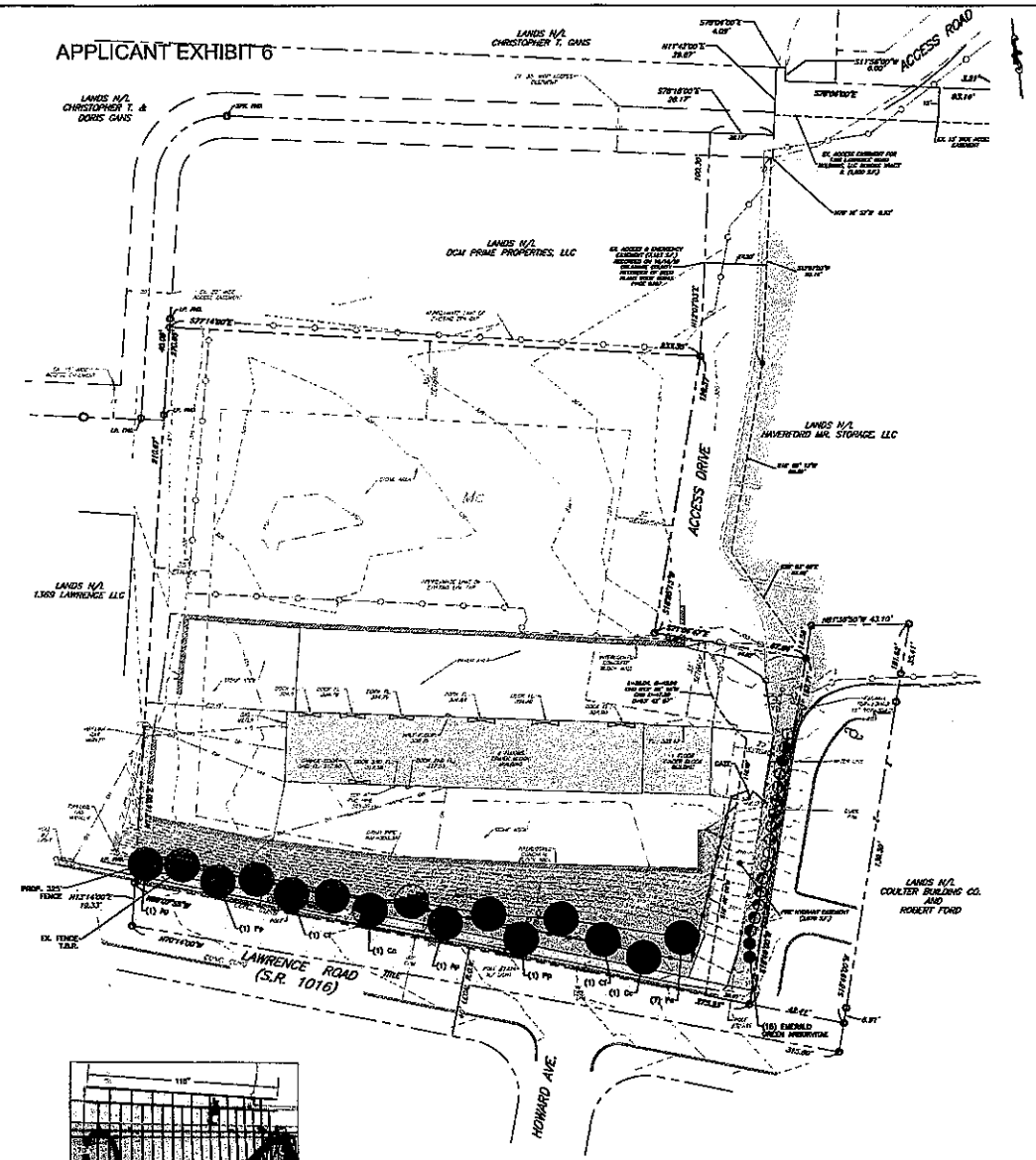
TREE PLANTING DETAIL
N.T.S.

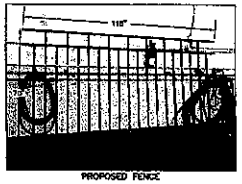


SHRUB PLANTING DETAIL
N.T.S.



EVERGREEN TREE PLANTING DETAIL
N.T.S.





PROPOSED FENCE

GENERAL NOTES:

1. SITE AREA:
   GROSS LOT AREA: 88,074 S.F. ± 1.9857 AC.
2. SITE IS ZONED LIR-LIGHT INDUSTRIAL
   LIR REGULATIONS: LOT SIZE: 1/2 Ac. (MIN.)
   STREET FRONTAGE: 65 FT. (MIN.)
   LOT WIDTH AT BLDG. LINE: 75 FT. (MIN.)
   BUILDING COVERAGE: 30% (MAX.)
   FRONT YARD: 35 FT. (MIN.)
   SIDE YARDS: 25 FT. (MIN. ADJACENT TO RESIDENTIAL DIST.)
   REAR YARD: 35 FT. (MIN.)
   IMPERVIOUS SURFACE RATIO: 80% (MAX.)
3. SITE IS SERVICED BY PUBLIC WATER AND SEWER.
4. PLAN REFERENCE: "SUBDIVISION PLAN FOR HAVERFORD Mr. STORAGE LLC, EAGLE ROAD, HAVERFORD TOWNSHIP, DELAWARE COUNTY, PA." PLAN PREPARED BY HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS PLAN DATED MAY 20, 2019, LAST REVISED: 08/23/19.
5. BEARING(S) REFERENCED TAKEN ON GRADE OF INLET AS SHOWN ON REFERENCED PLAN, ELEVATION=307.78.
6. EXISTING SOIL TYPES: Mc-MANOR LOAM, SILT AND CLAY MATERIALS
7. PRIOR TO THE START OF ANY CONSTRUCTION, DEMOLITION OR EXCAVATION THE CONTRACTOR SHALL MAKE THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE AREA OF WORK MEMBERS IN THE FIELD IN ACCORDANCE WITH PA. ACT 187.
8. BY LAW A COPY OF THIS APPROVED PLAN SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.
9. ANY CONSTRUCTION OR GRADING TO BE DONE SHALL BE DONE IN ACCORDANCE WITH TOWNSHIP OF HAVERFORD EROSION AND SEDIMENT CONTROL ORDINANCE No. 1505.
10. PURSUANT TO SECTION 420 OF THE ACT OF JUNE 1, 1945 (P.L. 1242, NO. 428) KNOWN AS THE "STATE HIGHWAY LAW", A STATE HIGHWAY OCCUPANCY PERMIT IS REQUIRED FOR WORK WITHIN THE RIGHT OF WAY OF LAWRENCE ROAD (S.R. 1016). PROJECT DOES NOT PROPOSE ANY WORK WITHIN STATE HIGHWAYS.
11. SITE DOES NOT CONTAIN ANY FLOOD PLAIN OR FLOOD HAZARD AREAS.
12. THE WORK PROPOSED INCLUDES INSTALLATION OF FENCE, PLANTING OF TREES AND SHRUBS OUTSIDE THE AREA OF THE EXISTING EPA CAP. APPROVAL BY THE EPA PRIOR TO EARTH DISTURBANCE IS NOT REQUIRED IN AREAS OUTSIDE THE CAP.

ZONING COMPLIANCE TABLE

LIR REGULATIONS	REQUIRED	PROPOSED
LOT SIZE	1/2 Ac. (MIN.)	1.9857 AC.
STREET FRONTAGE	65 FT. (MIN.)	273.13 FT.
LOT WIDTH AT BLDG. LINE	75 FT. (MIN.)	280.73 FT.
BUILDING COVERAGE	30% (MAX.)	9.45%
FRONT YARD	35 FT. (MIN.)	57.8 FT.
SIDE YARD (MIN. EACH)	25 FT. (MIN.)	33.0 FT.
SIDE YARD (MIN. ADJACENT TO RESIDENTIAL)	35 FT. (MIN.)	N/A
REAR YARD	35 FT. (MIN.)	37.8 FT.
BUILDING HEIGHT	35 FT. (MAX.)	35 FT. (MAX.)
	3 STORIES (MAX.)	2 STORIES
IMPERVIOUS SURFACE RATIO	80% (MAX.)	67.3% *

* - EXISTING NON-CONFORMING

IMPERVIOUS COVERAGES:

EXISTING	
EXISTING BUILDING:	5,833 S.F.
STONE AREA OVER CAP:	26,290 S.F.
DRIVES/GRAVEL/WALL/OTHER IMPERVIOUS (OVER CAP)	10 S.F.
DRIVES/GRAVEL/WALL/OTHER IMPERVIOUS (NOT OVER CAP)	28,196 S.F.
TOTAL IMPERVIOUS:	60,301 S.F.
LOT SIZE	88,074 S.F.
IMPERVIOUS SURFACE RATIO	(67.3%)

PROPOSED TREE TABULATION:

1. CONSERVATION PLANTING TABULATION, CODE OF THE TOWNSHIP OF HAVERFORD CHAPTER 170 SECTION 170-3.1 BASIS:
   TREES WITHIN THE TREE PROTECTION ZONE: 1" OF REPLACEMENT TREE FOR EVERY 4" OF EXISTING TREE TO BE REMOVED.
   NO TREES TO BE REMOVED IN THE TREE PROTECTION ZONE, NO REPLACEMENT TREES REQUIRED.
2. CONSERVATION PLANTING TABULATION, CODE OF THE TOWNSHIP OF HAVERFORD CHAPTER 170 SECTION 170-3.1 BASIS:
   TREES 24" CALIPER OR GREATER: 1" OF REPLACEMENT TREE FOR EVERY 1" OF EXISTING TREE TO BE REMOVED.
   NO TREES TO BE REMOVED. NO REPLACEMENT TREES REQUIRED.

STREET TREES TABULATION, CODE OF THE TOWNSHIP OF HAVERFORD CHAPTER 170 SECTION 170-3 FOR EVERY 30' OF STREET FRONTAGE THERE WILL BE 1 STREET TREE PLANTED. THERE IS 273' OF STREET FRONTAGE = 10 STREET TREES REQUIRED.
STREET TREES SHALL BE PLANTED 10' BEHIND R.O.W. LINE.

A PERMIT IS REQUIRED FOR REMOVAL OF ANY TREE WITHIN THE TREE PROTECTION ZONE, AS WELL AS ALL TREES 24" IN DIAMETER OR GREATER.

PLANTING NOTES:

1. PLANT GUARANTEE: ALL TREES AND GROUND EVERGREEN FOR PLANT MATERIALS SHALL CONFORM WITH THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND APPROVED MAY 5, 1990, BY THE AMERICAN NATIONAL STANDARDS INSTITUTE, INC. OR THE LATEST REVISED EDITION OF THIS STANDARD.
2. PLANT GUARANTEE: ALL PLANTING AND RELATED WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE. ALL DEFECTIVE, DEAD PLANT MATERIAL SHALL BE REMOVED IMMEDIATELY AND REPLACEMENT MADE NO LATER THAN DURING THE NEXT PLANTING SEASON.

PROPOSED TREE & SHRUBS

QUANTITY	BOTANICAL NAME	COMMON NAME	SYMBOL	SIZE
3	CORNUS CANADENSIS	EASTERN REDBUD	CR	2"-3 1/2" MIN. CALIPER
3	CORNUS FLORIDA	FLOWERING DOGWOOD	CF	2"-3 1/2" MIN. CALIPER
3	ILEX OPACA	AMERICAN HOLLY	IO	6'-8' HIGH MIN.
3	PARROTIA PERSICA	PERSIAN IRONWOOD	PP	2"-3 1/2" MIN. CALIPER
3	ACER PALMATUM	JAPANESE MAPLE	AP	2"-3 1/2" MIN. CALIPER
18	THUJA OCCIDENTALIS	EMERALD GREEN ARBORVITAE	TO	5'-7' HIGH MIN.

LOCATION MAP
SCALE:1"=600'

LEGEND

	EXISTING	PROPOSED
LOT LINE		
LEGAL RIGHT-OF-WAY		
CURB (TOP/BOTTOM)		TC/BC
BUILDING		PROP. BUILDING
UTILITY POLE		
LIGHT POLE		
ELECTRIC		
ELECTRIC BOX		
WATER MAIN & VALVE		
FIRE HYDRANT		
WELL		
SANITARY LINE, MANHOLE, & CLEANOUT		PROP. MH
FORCE MAIN		
SEPTIC LID		
STORM LINE, MANHOLE, & INLET		PROP. MH PROP. INLET
FENCE		
MAIL BOX		
TREE		
TREE ROW		
CONTOUR		
SPOT ELEVATION		
SOIL BOUNDARY LINE		
TYPICAL		(TYP.)
TO BE REMOVED		(T.B.R.)
FINISHED FLOOR	F.F.	F.F.

SURVEY TREE INDICATES EXISTING DECIDUOUS TREE WITH APPROXIMATE CANOPY DIAMETER

STEEP SLOPES LEGEND

STEEP SLOPES (10% – 25%)

VERY STEEP SLOPES (> 25%)

APPLICANT/RECORD OWNER
1315 LAWRENCE ROAD HOLDINGS, L.P.
1000 N. EAGLE ROAD
HAVERTOWN, PA. 19083
TAX PARCEL #25-25-136.00
TAX FOLIO #22-01-00727-09

REVISION	DATE
REVISED	03/23/21
REVISED	02/23/21
REVISED	02/09/21

SCALE 1"= 25'

PROPOSED FENCE AND PLANTING PLAN
FOR
1315 LAWRENCE ROAD HOLDINGS, L.P.
1315 LAWRENCE ROAD

HAVERFORD TOWNSHIP — DELAWARE COUNTY, PA
SCALE: 1" = 25' — AUGUST 26, 2020

HERBERT E. MacCOMBIE, JR., P.E.
CONSULTING ENGINEERS AND SURVEYORS, INC.
P.O. BOX 115
BROOMALL, PA. 19008

SHEET 1 OF 1

CADD FILE LD_1315 Lawrence Rd-Mardinly.dwg — HAVERFORD FILE #597

NOTE:
THIS PLAN SHALL BE A BLACKLINE PRINT WITH A RED OR GREEN REGISTRATION SEAL TO BE CONSIDERED A VALID PLAN. REPRODUCTION OF THIS PLAN FOR ANY PURPOSE WITHOUT THE APPROVAL OF HERBERT E. MacCOMBIE, JR. P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. IS STRICTLY PROHIBITED.

CALL BEFORE YOU DIG
PENNSYLVANIA LAW REQUIRES
3 WORKING DAY NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING
DAYS IN DESIGN STAGE – STOP CALL.
1-800-242-1776
SERIAL #: 20201843283

March 23, 2021 12:48 PM

RESOLUTION NO. 2223-2021

A RESOLUTION BY THE TOWNSHIP OF HAVERFORD BOARD OF COMMISSIONERS SUPPORTING HOUSE BILL 606 AND OTHER LEGISLATION CONTAINING THESE OR SIMILAR PROVISIONS

WHEREAS. public safety is one of the primary functions of municipal government; and

WHEREAS, motorists traveling at excessive speeds is a public safety concern; and

WHEREAS, driving in excess of the posted speed-limit is a violation of law; and

WHEREAS, speeding motorists on local roads is one of the most common safety concerns voiced by constituents to local elected officials; and

WHEREAS, municipal police are not authorized to use radar and LIDAR, the speed-timing tools used by the State Police including on the local roads they patrol; and

WHEREAS, Pennsylvania is the only state in the nation that prohibits municipal police from using radar and LIDAR which are considered the safest, most efficient, and most economical speed-timing devices; and

WHEREAS, the National Highway Traffic Safety Administration reported that nationally in 2018 85% of all speeding-related traffic fatalities occurred on local roads where posted speeds are 55 miles or less per hour; and

WHEREAS, Pennsylvania has the distinction as one of the states with the worst record for speeding-related fatalities based upon statistics compiled by the National Highway Traffic Safety Administration for 2018. Additionally, Pennsylvania had the 3rd highest number of speeding-related fatalities and the 3rd highest number of speeding-related fatalities on local roadways in the country; and

WHEREAS, Haverford receives only a small portion of the fines that are assessed for speeding, and it is not a source of revenue because of the personnel and costs associated with these devices.

THEREFORE, be it resolved, for the reasons stated above, the Township of Haverford urges the General Assembly to authorize the local use of radar.

Be it further resolved, the governing body of Haverford Township urges its citizens who support local use of radar and LIDAR to contact Representatives Greg Vitali and Mike Zabel and Senator Amanda Cappelletti and express support for passage of House Bill 606 and other legislation containing these or similar provisions.

ADOPTED this 10th day of May, 2021.

Township of Haverford

By: Gerard T. Hart, President

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2224-2021

WHEREAS, the Township of Haverford is considering an amendment to its Zoning Chapter of the General Laws of the Township of Haverford by reclassifying the zoning district of the property located at 833 Buck Lane, Haverford, PA, known as Delaware County Folio No. 22-05-00138-00, from INS Institutional District to R-1A Low-Density Residential; and

WHEREAS, the Township desires to keep citizens and business interests informed as to the status of planning this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that a public hearing shall be held before the Board of Commissioners on Monday, June 7, 2021 at 6:45 PM, in the Commissioners Meeting Room, Municipal Services Building, 1014 Darby Road, Havertown, Pennsylvania.

BE IT FURTHER RESOLVED that the hearing will be conducted via video conferencing (Zoom) without a physical location from which members of the public may observe and offer public comment. Interested parties are invited to view the live broadcast on the Government Access Channel (Verizon channel 38, Comcast channel 5) and future viewing on YouTube. To request a link to participate virtually, or to submit public comment, please e-mail zoning@havtwp.org no later than Friday, June 4, 2021 at 12:00 PM. Comments may also be submitted via USPS.

RESOLVED this 10th day of May, 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2225-2021
Township of Haverford

Watershed Restoration and Protection Program (WRPP)
Cobbs Creek Stream Restoration

NOW, THEREFORE, BE IT RESOLVED, that Haverford Township hereby requests a Watershed Restoration and Protection Program (WRPP) Grant in the amount of $300,000 from the Commonwealth Financing Authority for stream restoration activities in a portion of Cobbs Creek along Karakung Drive.

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David Burman (Township Manager) as the official to execute all documents and agreements between the Township and the Commonwealth Financing Authority to Facilitate and assist in obtaining the requested grant.

I, David R. Burman, duly qualified secretary of the Township of Haverford, 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 Board of Commissioners at a regular meeting held May 10, 2021 and said Resolution has been recorded in the Minutes of the Township of Haverford and remains in effect as of this date.

RESOLVED this 10th day of May, A.D., 2021

TOWNSHIP OF HAVERFORD

BY: _____
Gerard T. Hart, President
Board of Commissioners

ATTEST:

David Burman
Township Manager

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2251
(610) 446-1000

Human Resources 610-446-1000 ext. 2233

GERARD T. HART, M.D., *PRESIDENT*
CONOR QUINN, *VICE PRESIDENT*

DAVID R. BURMAN, TOWNSHIP, *MANAGER*
JAMES BYRNE JR. ESQ., *SOLICITOR*
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Andy Lewis
6th Ward Larry Holmes, ESQ
7th Ward Conor Quinn
8th Ward Gerard T. Hart, M.D.
9th Ward William F. Wechsler

HAVTT 30518 May 4, 2021

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Demolition of Former Brookline Elementary School
Contract No. D-7B

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, April 30, 2021 at 9:00 a.m. for the above referenced contract. The low bidder was Terra Technical Services, of Downingtown, PA, with a bid of $381,000.00. We have worked with Terra Technical Services in the past and have found their work to be satisfactory.

Please note, Terra Technical Services did not submit the Form of Bid with their bid, as required. However, per the bid documents, this may be considered a technicality which the Township Solicitor can waive in the best interest of the Township.

We recommend the Township consider awarding the bid to Terra Technical Services in the amount of $381,000.00, 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/rg

cc: James Byrne, Jr. Esq. – Township Solicitor

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on April 30, 2021

CONTRACT NO. D-7B
DEMOLITION OF FORMER BROOKLINE ELEMENTARY SCHOOL

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Terra Technical Services 500 S Brandywine Ave Downingtown, PA 19335		Neuber Environmental Services, Inc. 1100 Grosser Road Suite C Gilbertsville, PA 19525		Dore & Associates Contracting, Inc. 900 Harry Truman Parkway Bay City, MI 48706		Ritter & Paratore Contracting, Inc. 2435 State Route 5 Utica, NY 13502		Gray and Son, Inc. 430 West Padonia Road Timonium, MD 21093 Drums, PA 18222	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1 LS	Removal and Legal Disposal of Asbestos Containing Material	$ 59,900.00	$ 59,900.00	$ 90,000.00	$ 90,000.00	$ 48,700.00	$ 48,700.00	$ 128,000.00	$ 128,000.00	$ 190,750.00	$ 190,750.00
2	1 LS	Furnishing, Installation, Maintenance and Removal of Temporary Site Controls	$ 19,800.00	$ 19,800.00	$ 46,000.00	$ 46,000.00	$ 32,100.00	$ 32,100.00	$ 26,000.00	$ 26,000.00	$ 81,375.00	$ 81,375.00
3	1 LS	Demolition, Removal and Legal Disposal of Building and Site Components	$ 192,300.00	$ 192,300.00	$ 189,000.00	$ 189,000.00	$ 312,100.00	$ 312,100.00	$ 243,000.00	$ 243,000.00	$ 506,845.00	$ 506,845.00
4	1 LS	Filling and Grading of Excavations and Site Restoration	$ 109,000.00	$ 109,000.00	$ 89,000.00	$ 89,000.00	$ 65,200.00	$ 65,200.00	$ 68,000.00	$ 68,000.00	$ 253,375.00	$ 253,375.00
		TOTAL BID FOR CONTRACT NO. D-7B	**$381,000.00**		**$414,000.00**		**$458,100.00**		**$467,000.00**		**$1,032,345.00**	
		Bid Security	Yes		Yes		Yes		Yes		Yes	
		Acknowledge Addendum No. 1	Yes		Yes		Yes		Yes		Yes	

We Declare this to be a true Tabulation of Bids
Received on April 30, 2021 by the Township of Haverford
for Contract No. D-7B Demolition of Former Brookline Elementary School

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

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

GERARD T. HART, M.D., *PRESIDENT*
CONOR QUINN, *VICE PRESIDENT*

DAVID R. BURMAN, TOWNSHIP, *MANAGER*
JAMES BYRNE JR. ESQ., *SOLICITOR*
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS

1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Andy Lewis
6th Ward Larry Holmes, ESQ
7th Ward Conor Quinn
8th Ward Gerard T. Hart, M.D.
9th Ward William F. Wechsler

HAVTT 40001

May 3, 2021

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: 2021 Road Program
Contract No. RP-1

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, April 30, 2021 at 9:00 a.m. for the above referenced contract. The low bidder was Allan Myers, L.P. of Worcester, PA, with a base bid of $1,100,803.80, and add alternates totaling $240,646.30. We have worked with Allan Myers, L.P. in the past, and have found their work to be satisfactory.

As discussed, we recommend the Township consider awarding the base bid plus all alternates to Allan Myers, L.P. in the amount of $1,341,450.10, 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/rg

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on April 30, 2021

CONTRACT NO. RP-1
2021 ROAD PROGRAM

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Allan Myers, L.P. 1805 Berks Road PO Box 98 Worcester, PA 19490		Innovative Construction Services 1851 Maple Avenue PO Box 262 Folcroft, PA 19032		General Asphalt Paving Co. 9301 Krewstown Road Philadelphia, PA 19115		N. Abbonizio Contractors, Inc. 1250 Conshohocken Road Conshohocken, PA 19428		Glasgow, Inc. 104 Willow Grove Avenue PO Box 1089 Glenside, PA 19038	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	103,072 SY	1.5-inch Milling	$ 1.80	$ 185,529.60	$ 2.20	$ 226,758.40	$ 2.44	$ 251,495.68	$ 2.38	$ 245,311.36	$ 2.80	$ 288,601.60
2	103,072 SY	1.5-inch, 9.5mm Superpave Wearing Course, PG 64- 22, 0.3 to < 3 Million ESALs, S	$ 7.60	$ 783,347.20	$ 7.45	$ 767,886.40	$ 7.23	$ 745,210.56	$ 7.38	$ 760,671.36	$ 7.17	$ 739,026.24
3	2,450 SY	4-inch, 25mm Superpave Base Repair, PG 64-22, 0.3 to < 3 Million ESALs	$ 18.00	$ 44,100.00	$ 20.60	$ 50,470.00	$ 20.00	$ 49,000.00	$ 27.00	$ 66,150.00	$ 25.41	$ 62,254.50
4	1,130 TON	9.5mm Superpave Leveling Course, PG 64-22, 0.3 to < 3 Million ESALs, SRL-H	$ 74.50	$ 84,185.00	$ 80.00	$ 90,400.00	$ 87.56	$ 98,942.80	$ 85.00	$ 96,050.00	$ 75.47	$ 85,281.10
5	2 EA	Traffic Signal Loop Replacement	$ 1,821.00	$ 3,642.00	$ 2,600.00	$ 5,200.00	$ 1,900.00	$ 3,800.00	$ 3,000.00	$ 6,000.00	$ 2,611.20	$ 5,222.40
		TOTAL BID FOR CONTRACT NO. RP-1	**$1,100,803.80**		**$1,140,714.80**		**$1,148,449.04**		**$1,174,182.72**		**$1,180,385.84**	
		Bid Security	Yes		Yes		Yes		Yes		Yes	
		Acknowledge Addendum No. 1	Yes		Yes		Yes		Yes		Yes	
Alternate												
A1	22,882 SY	1.5-inch Milling	$ 1.90	$ 43,475.80	$ 2.20	$ 50,340.40	$ 2.44	$ 55,832.08	$ 2.38	$ 54,459.16	$ 2.40	$ 54,916.80
A2	22,882 SY	1.5-inch, 9.5mm Superpave Wearing Course, PG 64- 22, 0.3 to < 3 Million ESALs, S	$ 7.75	$ 177,335.50	$ 7.45	$ 170,470.90	$ 6.84	$ 156,512.88	$ 7.38	$ 168,869.16	$ 7.00	$ 160,174.00
A3	150 SY	4-inch, 25mm Superpave Base Repair, PG 64-22, 0.3 to < 3 Million ESALs	$ 18.00	$ 2,700.00	$ 20.60	$ 3,090.00	$ 20.00	$ 3,000.00	$ 27.00	$ 4,050.00	$ 33.00	$ 4,950.00
A4	230 TON	9.5mm Superpave Leveling Course, PG 64-22, 0.3 to < 3 Million ESALs, SRL-H	$ 74.50	$ 17,135.00	$ 80.00	$ 18,400.00	$ 82.81	$ 19,046.30	$ 85.00	$ 19,550.00	$ 76.00	$ 17,480.00
		TOTAL BID WITH ALTERNATE	**$1,341,450.10**		**$1,383,016.10**		**$1,382,840.30**		**$1,421,111.04**		**$1,417,906.64**	

We Declare this to be a true Tabulation of Bids
Received on April 30, 2021 by the Township of Haverford
for Contract No. RP-1 2021 Road Program

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235E

MEMORANDUM

April 28, 2021

TO: **Board of Commissioners**

David R. Burman, Township Manager

FROM: **Dan Mariani, Public Works Director**

RE: **87 Octane Gasoline and #2 Fuel Oil**

BIDS were opened on April 26, 2021. Three vendors submitted bids. Upon review, I am recommending:

87 Octane Gasoline for $2.0948 per gallon from
PAPCO, Inc.
Aston, PA 19014

#2 Fuel Oil for $2.1960 per gallon from
Petroleum Traders Corporation
Fort Wayne, IN 46801

COMPANY:
PAPCO, INC.
2 NEW ROAD, SUITE 311
ASTON, PA 19014
PHONE: (610) 361-8000
ATTN: GARY KLIGOS – DIRECTOR, GOVERNMENT SALES
E-MAIL: AKLIGOS@WORLD-KINECT.COM

FUEL OIL:

	TRANSPORT	TANKWAGON
OPIS PHILA AVERAGE	$	$1.7677
FIXED DIFFERENTIAL	$	$ +0.4494
TOTAL PRICE	$ NO BID	$2.2171

GASOLINE:

	TRANSPORT	TANKWAGON
OPIS PHILA AVERAGE	$1.9886	$1.9886
FIXED DIFFERENTIAL	$0.0065	$0.1062
TOTAL PRICE	$1.9821	$2.0948

HAVERFORD TOWNSHIP
FUEL/GAS COMPANY BIDS
MONDAY, APRIL 26, 2021

COMPANY:
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY
FORT WAYNE, IN 46804

FUEL OIL:

	TRANSPORT	TANKWAGON
OPIS PHILA AVERAGE	$1.7939	$1.7939
FIXED DIFFERENTIAL	$ +0.0268	$ +0.2850
TOTAL PRICE	$1.8207	$2.0789

GASOLINE:

	TRANSPORT	TANKWAGON
OPIS PHILA AVERAGE	$2.0210	$2.0210
FIXED DIFFERENTIAL	$ -0.0084	$ +0.1750
TOTAL PRICE	$2.0126	$2.1960

COMPANY:
EAST RIVER ENERGY
401 SOUNDVIEW ROAD
P.O. BOX 388
GUILFORD, CT 06437
(203) 453-1200

GASOLINE

	TRANSPORT	TANKWAGON
OPIS PHILA AVERAGE	$2.0210	$2.0210
FIXED DIFFERENTIAL	$ +0.0607	$ +0.1525
TOTAL PRICE	$2.0817	$2.1735

RAFFERTY PAINTING AND POWERWASHING INC.

Work Proposal

April 28, 2021

Project: Haverford Township –Light Pole Painting

Job Description

Upon agreement on terms and authorization of this work estimate, Rafferty Painting & Powerwashing (Rafferty Painting) will deliver the following:

- *Work –*
  - **Prep-** scrape, power brush, sand and spot prime all areas in need. All rust areas will be primed with quick dry metal primer.
  - **Paint-** Apply 2 full finish coats of Sherwin Williams Corothane to all previously painted areas on poles. Color to match existing as close as possible.

- *Equipment and Supplies –*
  - A variety of professional machinery, tools and materials will be used in completing this job, including paints, ladders, brushes etc.
- *Clean Up –*
  - The immediate work area will be kept clean while work is being performed. During the job, all shrubbery will be properly covered to prevent damage. Upon project completion, all equipment, supplies and trash will be removed immediately from the premises.

The scope of this project includes the responsibilities defined above; however, at any time the terms can be expanded, and this agreement amended, with the consent of all parties.

RAFFERTY PAINTING AND POWERWASHING INC.

Pricing and Payment Terms

Rafferty Painting will deliver the services listed above – including all job materials, equipment and labor – in accordance with Haverford Township specifications for: **$19,800. ($198. Per pole x 100 poles)**

Payment will be due upon receipt of Rafferty Painting's invoice.

This project will be billed in the following increments:

1/3 at start, 1/3 at 50% completion and balance due at completion

Payment schedule is negotiable.

Rafferty Painting will work closely with Haverford Township to ensure that all project work has been done to the agreed specifications.

Work Schedule

Scheduling is negotiable. Rafferty Painting will coordinate Haverford Township representatives to determine when best to begin work.

Other Project Details

Safety. All work will be performed with the highest safety standards. Rafferty Painting will supply all required safety equipment at the job site to protect company employees and others on the premises.

Insurance. Rafferty Painting is fully insured by Erie Insurance. Coverage limits include:

- Liability Coverage - $2 million
- Automobile Liability - $1 million, Worker's Compensation - $500,000

RAFFERTY PAINTING AND POWERWASHING INC.

Job Cancellation

If, for any reason, the project is canceled after this work estimate has been approved and the job started, Haverford Township, will be billed immediately.

Billing will be on a pro rata basis for work performed and materials used by Rafferty Painting.

In the event of a cancellation, final invoicing will be based on the time and materials expended up to the point where the project was cancelled.

Authorized by:

_____	_____	Thomas J Rafferty	4/28/21
Dan Mariani, Director of Public Works	Date	Thomas J. Rafferty, Owner	Date

Township of Haverford
1014 Darby Road
Havertown, PA 19083
610-446-1000 ext. 2262
dmariani@havtwp.org

Rafferty Painting & Powerwashing, Inc.
305.5 Windermere Ave
Lansdowne, PA 19050
610-626-9141; fax 610-626-9122
Federal EIN# 82-0581882

EXECUTIVE SESSION – 6:30 P.M. - LEGAL

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 10, 2021 AT 7:00 PM

MINUTES
Meeting via in Person and Zoom

1. **Opening of Meeting – Commissioner Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a real estate matter.**

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

   Also present: David R. Burman, Township Manager, James J. Byrne, Jr., Esquire Township Solicitor, Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Dan Mariani, Public Work Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Officer and Dave Pennoni, Township Engineer.

   b. **Pledge of Allegiance**

Commissioner Hart indicated that there would be a slight change in the Agenda tonight. The Interim Commissioner appointment and the Sergeant promotion would be before Citizens Forum.

Mr. Byrne indicated, upon the passing of a Commissioner, and by law, with no disrespect to Andy Lewis' family, an interim Commissioner needs to be appointed within 30 days.

Appointment – 5th Ward Interim Commissioner

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to appoint Bernard McCabe, to serve as 5th Ward Interim Commissioner until the first regular meeting of the Board of Commissioners following the November election, at which time an individual will be elected to complete the unexpired term.

Roll Called.

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

Oath of Office by the Honorable Elisa Luciana

Civil Service Commission and Police Department

Sergeants List

Mrs. Boccella was present to present to the Board a certified Sergeants promotion list.

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to accept the Haverford Township Sergeants List.

Roll Called.

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

Commissioner McCabe recused himself due to his role on the Civil Service Commission.

Mrs. Boccella presented three names: Officers McCreight, Murray and Kenny.

Promotion:

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to promote Officer Robert J. McCreight to the position of Sergeant.

Roll Called.

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

Commissioner McCabe recused himself due to his role on the Civil Service Commission.

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

Lucia Schlossberg – The Library (see attached)

John Williams – 730 Panmure Road – Opposes Jack's Way (see attached)

Anthony Morinelli – Township Website needs more historical information (see attached)

Doug Wolffe – Millbrook Community – Opposes Ordinance No. P8-2021 (see attached)

Via Zoom

Dr. Farally-Semerad – President, Brynford Civic Associations – welcomed new Interim Commissioner to the 5th Ward and indicated that the association is still active amidst COVID-19.

End of Citizens Forum

Responses:

The Library: cost $16.5 million. We are still exploring parking and the library is looking into various grants.

Dedication of Jack's Way will be discussed during the meeting.

Mr. Morinelli's website is very extensive. The township may possibly add some of his historical material to the township website.

The Board will be voting on Ordinance P8 tonight (Millbrook)

<u>Police Week Acknowledgement</u> – Commissioner D'Emilio presented this proclamation and stated that they are all a success.

The attachments will detail the many police commendations that were given out tonight.

5. <u>Proclamations</u>

Commissioner Siegel recited Mr. George Campbell his 100-Year Birthday Milestone Proclamation.

Commissioner Hart acknowledged Children's Mental Health Week

6. <u>Bureau of Fire Update –</u> presented by Commissioner Wechsler (see attached)

7. <u>Township Auditor Update</u> – Ross Anderson, Township Auditor, reviewed the disbursements and expenses and found no irregularities.

8. <u>David R. Burman – Township Manager Update –</u> Mr. Burman announced that new guidance has been established from the Governor's office.

The township plans on beginning to open the Commissioners' meetings to the public (limited amount) on June 14th. Remote participation will continue.

Additional spots will be added to the summer playground program through the Recreation Department.

The Recreation Department and Committee are planning Haverford Township Day on October 2nd.

9. <u>Approval of Minutes</u> Regular Meeting Minutes of April 12, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of April 12, 2021.

Roll Called.

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

Commissioner McCabe recused himself. He was not a Commissioner at that time.

10. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #5-2021 totaling $7,591,920.20

General & Sewer Fund Payroll for April 15, 2021 in the amount of $642,274.91
General & Sewer Fund Payroll for April 29, 2021 in the amount of $718,532.79
General Fund disbursements #5-2021 in the amount of $2,270,221.67
Sewer Fund disbursements #5-2021 in the amount of $1,047,963.42
Community Development Block Grant Fund disbursement #5-2021 in the amount of $65,589.86
Capital Projects Fund disbursement #5-2021 in the amount of $337,320.98
ACH – PA Office of Unemployment Benefits in the amount of $3,075.88
Debt Service – 2016 GO Issue (ACH) Bond Interest in the amount of $115,516.25
Debt Service – 2018 GO Issue (ACH) Bond Principal and Interest in the amount of $2,028,223.75
Debt Service – 2020 GO Issue (ACH) Bond Principal and Interest in the amount of $359,246.25
Credit Card Statement ending April 27, 2021 in the amount of $3,954.44

Roll called:

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

11. Settlement and Stipulation of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District initiated property tax assessment appeal for property located at 48 W. Eagle Rd (D.C. Folio #22-03-00908-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009355; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2418 Hirst Terrace (D.C. Folio #22-03-01333-00) pending in the Court of Common Pleas of Delaware County, No. 2021-001101; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Wechsler and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 617 Railroad Ave (D.C. Folio #22-05-00924-00) pending in the Court

of Common Pleas of Delaware County, No. 2020-008254; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 17 Coopertown Rd (D.C. Folio #22-04-00144-01) pending in the Court of Common Pleas of Delaware County, No. 2021-008505; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 912 Haverford Rd (D.C. Folio #22-05-00397-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008362; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Holmes to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Drexel Ave (D.C. Folio #22-09-00624-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008106; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

12. <u>Ordinance No. P8-2021</u> Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:

<u>Establish: Parking Time Limited</u>

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit

<u>Parking of All Vehicles Prohibited at All Times</u>

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, McCabe, Holmes, Wechsler and Quinn.

Commissioner Hart voted No.

13. Ordinance No. P9-2021 Jack's Way Dedication (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Roll Called.

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

14. Resolution No. 2220-2021 RACP Application & Business Plan - Haverford Township Free Public Library.

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2220-2021 authorizing the filing of the formal RACP Application & Business Plan to assist with financing of the renovation project at the Haverford Township Free Public Library.

Roll Called.

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

15. Resolution No. 2221-2021 Finance Department - Reimbursements

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution No. 2221-2021 approving A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA DECLARING THE TOWNSHIP'S OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS OF CAPITAL EXPENDITURES MADE OR TO BE MADE FOR CERTAIN PROJECTS; PROVIDING FOR CERTAIN RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Roll Called.

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

16. Resolution No. 2222-2021 Revised Land Development Plans – 1315 Lawrence Road

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt Resolution No. 2222-2021 approving the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, for the properties located at 850 and 1000 N. Eagle Road, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-01-00366-01 & 22-01-00727-00 was approved subject to conditions by the Board of Commissioners, Resolution No. 2149-2019 on August 12, 2019 and that that the recommendations of the Shade Tree Commission and Planning Commission have been reviewed and the landscape design required as a condition of approval for the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, is approved.

Roll Called.

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

17. Resolution No. 2223-2021 Commissioners Support - Use of Radar and LIDAR

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2223-2021 SUPPORTING HOUSE BILL 606 AND OTHER LEGISLATION CONTAINING THESE OR SIMILAR PROVISIONS.

Roll Called.

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

18. Resolution No. 2224-2021 Announcement of Public Hearing – Zoning Map Amendment – 833 Buck Lane, Haverford
Monday, June 7, 2021 – 6:45 P.M.

Motion made by Commissioner Oliva and seconded by Commissioner McCloskey to adopt Resolution. 2224-2021 that the Township of Haverford is considering an amendment to its Zoning Chapter of the General Laws of the Township of Haverford by reclassifying the zoning district of the property located at 833 Buck Lane, Haverford, PA, known as Delaware County Folio No. 22-05-00138-00, from INS Institutional District to R-1A Low-Density Residential.

Roll Called.

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

19. Resolution No. 2225-2021 Watershed Restoration & Protection Grant

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2225-2021, that Haverford Township hereby requests a Watershed Restoration and Protection Program (WRPP) Grant in the amount of $300,000 from the Commonwealth Financing Authority for stream restoration activities in a portion of Cobbs Creek along Karakung Drive.

Roll Called.

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

20. Contract Awards

Demolition of former Brookline School

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to award the demolition of the former Brookline School contract to Terra Technical Services, Downingtown, PA, in the amount of $381,000.00; submitting the lowest responsible bid.

Demolition will begin in a couple of months. The area will be graded – then grass.

Roll Called.

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

21. Public Works Department

2021 Road Program

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the 2021 Road Program contract to Allan Myers, Worcester, PA, in the amount of $1,341,450.10; submitting the lowest responsible bid.

Roll Called.

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

22. <u>87 Octane Gasoline and #2 Fuel Oil</u>

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the 87 Octane Gasoline contract to PAPCO, Inc., Aston, PA, in the amount of $2.0948 per gallon; submitting the lowest responsible bid.

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the #2 Fuel Oil contract to Petroleum Traders Corporation, Fort Wayne, IN in the amount of $2.0789 per gallon; submitting the lowest responsible bid.

Roll Called.

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

<u>Light Pole Painting</u>

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to approve proposal for the painting of (100) one hundred street light poles to Rafferty Painting & Power washing, Inc. of Lansdowne, PA, in the amount of $198.00 per pole or $19,800; submitting the lowest responsible quote.

Roll Called.

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

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

Doreen Saar – Brynford Civic Association representative

The association welcomes Commissioner McCabe and also indicated that the association is active in the Billboard case, traffic in the Brynford section and the variance filed for the restaurant located at 701 Buck Lane.

Commissioner D'Emilio asked if Jim Byrne, Township Solicitor could ask for a Continuance on the Zoning issues revolving around 701 Buck Lane.

Commissioner D'Emilio made a motion to add this request to the agenda which was seconded by Commissioner Holmes.

Voice vote – all Commissioners voted Yes.

Motion was made by Commissioner D'Emilio and seconded by Commissioner Quinn to have Township Solicitor Byrne to request a Continuance.

Voice vote – all Commissioners voted Yes.

24. New business

Commissioner Oliva requests to add to the June Work Session - renaming the Haverford Reserve Community Park as the "Andy Lewis Community Park".

25. Other business – All Commissioners welcomed Commissioner McCabe

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio indicated that the 6th Ward Democratic Party mailed a Newsletter mischaracterizing both his and Commissioner Quinn's position on the library. Commissioner Holmes apologized profusely.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva welcomed Bernie McCabe. Bernie was a good friend to Andy Lewis and he is glad the board appointed him tonight.

Commissioner Oliva is happy to rename the Community Park. If it were not for Andy's drive and support, Haverford Reserve Community Park would not be there.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey did indicate that everyone is still grieving the loss of Andy Lewis.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel stated that his first vote the first night of being a Commissioner was to demolish the Bubble Gum Factory. He told Commissioner McCabe there is no "free ride". His first vote tonight was to demolish the Brookline School.

Commissioner Siegel is asking Commissioner McCabe to join him in talks with PECO about the upcoming 2-month road closure on Darby Road into 320 – June through August. PECO is working with AQUA to coordinate utility work.

Bernie McCabe – 5th Ward Commissioner

Commissioner McCabe thanked everyone for their welcome and stated that this is a sad day.

Andy Lewis was honest, forthright - he connected with people. Commissioner McCabe will do his best!

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that the Solar Ad Hoc Committee met. Commissioner Siegel is not able to participate. He is requesting that possibly Commissioner McCabe could be the other Commissioner representative.

The first solar project discussed would be a new roof on the CREC. A representative from the committee would like to be placed on the June Work Session Agenda to provide a presentation – and afterwards the board to decide to request a RFP.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler stated that Commissioner McCabe came to the Board fully recommended. He thanked him for his hard work on the Civil Service Commission and for stepping up for accept the interim Commissioner position.

Commissioner Wechsler does concur with the renaming of the Community Park.

He is happy to announce that this years' Memorial Day Ceremony will be held on May 31st at 11:00 a.m. - here at the township building.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn stated that the Police Department can be very proud of themselves and congratulated new Sgt. Robert McCreight.

This week is "Stuttering Awareness Week" and thanked everyone for the support he is given with his stuttering impairment.

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

Commissioner Hart stated that this is the first time since last March that all the Board is present in this room. The June meeting will be open but limited.

26. All Commissioners agreed to adjourn.

PUBLIC NOTICE
HAVERFORD TOWNSHIP
Board of Commissioners

PUBLIC NOTICE is hereby given that the Board of Commissioners will hold a virtual public meetingon Monday, June 07, 2021 at 7:00 PM.

The meeting will be hosted through Zoom. If you would like to submit a question or comment to the Board of Commissioners, please email info@havtwp.org. For those who want to attend virtually a zoom link will be emailed to them.

PUBLIC HEARING – 6:45 p.m. – Zoning Map Change - 833 Buck Lane, Haverford

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, JUNE 7, 2021

7:00 P.M.

Presentation by: Jill Whitcomb – Interim President and CEO; and Kristin Kingery, Chief Operating Officer - Surrey Services

Discussion: Renaming of the Haverford Reserve Community Park - the "Andy Lewis Park"

Commissioner Committee Updates

Police Department – Crime Update

NEXT WEEK:

To approve Settlements and Stipulations of Counsel

AFFF Fire Foam litigation – Joint Prosecution Agreement

Ordinance No. P7-2021	**Shade Trees (1st Reading) – (Will be available on Monday)**
Ordinance No. P9-2021	**Dedication – Jack's Way (2nd Reading)**
Ordinance No. P10-2021	**Rezoning – 833 Buck Lane (1st Reading)**
Resolution No. 2227-2021	**Approval CDBG and CDBG COVID Applications**

Contract Awards

Parks and Recreation – Play equipment for Richland Park

Proclamations: Juneteenth – National Freedom Day

Eagle Scouts

ORDINANCE NO. P9- 2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Whereas, Haverford Township did approve the "Record Plan- Preliminary/Final Proposed Subdivision Plan- 1400/1408 Fairview Avenue", dated October 9, 2006 and last revised on October 23, 2012, for a subdivision resulting in a total of seven (7) parcels on January 8, 2007 by Board Resolution No. 1612-2007; and

Whereas, the aforesaid plans provided for the construction of certain improvements needed to construct homes on Jack's Way, specifically the roadbed, road improvements and sanitary sewer located along Jack's Way; and

Whereas, the tract of land containing the public improvements is owned by Renehan Building Group, Inc., a Pennsylvania Corporation; and

Whereas, the developer has completed the improvements as depicted on the said Plan as required and certified by the Township Engineer; and

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the Board deems it in the best interest of the Township of Haverford to accept dedication of Jack's Way as public land as follows:

SECTION 1. **Dedication of Jack's Way.** The Township of Haverford hereby accepts the Deed Dedication from Renehan Building Group, Inc. of roadbed, road improvements and sanitary sewer serving the Jack's Way subdivision located along Fairview Road and Jack's Way as more fully described in the Deed of Dedication to Haverford Township on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

SECTION 4. Effective Date. This ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this 14th day of June, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

ATTEST:
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P10-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING THE GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD, CHAPTER 182, "ZONING" BY RECLASSIFYING THE ZONING DESIGNATION OF APPROXIMATELY 1.167 ACRES (+/-) OF LAND LOCATED ALONG BUCK LANE KNOWN AS 833 BUCK LANE AND DELAWARE COUNTY TAX FOLIO NUMBER 22-05-00138-000 FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL DISTRICT.

The Board of Commissioners of the Township of Haverford does hereby enact and ordain the following. **BE IT ENACTED AND ORDAINED** by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania by the authority granted to the Board in Section 601 of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as amended, that the General Laws of the Township of Haverford is hereby amended as follows:

ARTICLE 1. ZONING MAP AMENDMENT

A. Chapter 182, Section 105, ***Zoning Map; establishment of boundary lines,*** is amended by reclassifying the tract known as 833 Buck Lane and Delaware County Tax Folio Number 22-03-297-000 which is presently classified on the Zoning Map of Haverford Township INS Institutional District to R-1A Low–Density Residential District to

A copy of a legal description of the affected tract is shown on the attached Exhibit "1".

A sketch showing the reclassified area is attached as Exhibit “2”.

B. Except as specifically amended herein, Chapter 182, ***Zoning***, Section 105, ***Zoning Map; establishment of boundary lines*** remains unchanged in full force and effect.

ARTICLE 2. SEVERABILITY

Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

ARTICLE 3. REPEALER

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

ADOPTED this ____ day of July, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

_____ By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

RESOLUTION NO. 2227-2021
RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HAVERFORD
WITH RESPECT TO THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, all citizen and community requests for the 47thYear CDBG Program Action Plan and the CDBG COVID (CV) Funding amendment and Citizen Participation Plan have been received and evaluated and public hearings have been held to receive citizen input and comment; and

WHEREAS, the Board of Commissioners have carefully reviewed and considered these various requests, recommendations and plans; and

WHEREAS, Exhibit "A" attached sets forth the Proposed Project Allocations for both the regular CDBG and the CDBG-CV funding.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Haverford:

1. That the attached Exhibit "A" representing the Allocations of funds for 47th Year CDBG and the CDBG-CV Amendment Action Plan are hereby approved; and that no changes are made to the Citizen Participation Plan.

2. That the proper officers are hereby authorized to take such steps as may be necessary to implement the intent of this Resolution.

RESOLVED this 14th day of June, 2021.

TOWNSHIP OF HAVERFORD

_____

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

CERTIFICATION

This is to certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Board of Commissioners of the Township of Haverford at its stated meeting held on June 14th, 2021.

_____

David R. Burman
Township Manager/Secretary

RESOLUTION 2227-2021
ATTACHMENT A

CDBG ALLOCATION $832,734.00
CDBG PROJECTS

Park Improvements	$ 75,000.00
Lawrence Road Park, Paddock Park, Grasslyn Park, Normandy Park, Elwell Park	
Removal of architectural barriers- Grange Estate handicap ramp	$ 30,000.00
Parking Lot Improvements-South Ardmore Lot	$ 25,000.00
Historic Preservation-Grange Estates	$ 44,500.00
Housing Rehabilitation	$450,000.00
Homeless Prevention/Assistance	$ 17,000.00
Program Administration	$164,128.00
Fair Housing Education	$ 2,500.00

CDBG(CV) COVID ALLOCATION $212,594.00 - TO PREPAREFOR, PREVENT AND RESPOND TO COVID-19
CDBG-CV PROJECTS

Surrey Services	$110,157.00
Public Safety	$ 47,919.00
Protective Measures	$ 12,000.00
Admin	$ 42,518.00

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

June 2, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda June 2021 – Recreation Resource

Attached is an invoice for the purchase of Play equipment for Richland Park

This is on costars and the cost is $42,719.

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

Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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
BCI	Burke SY-3007 Play Structure	1	ea	31,836.00	31,836.00
BCI	Burke 2021 Welcome to Spring Sale Discount *MUST order by June 30, 2021 and ship by September 30, 2021			-12,734.00	-12,734.00
	Subtotal				19,102.00
BCI	Burke 560-2608, Freestanding ShadePlay Canopy, 12'x12', 10' High	1	ea	5,172.00	5,172.00
BCI	Burke BB-1926, Rockit Climber	1	ea	10,013.00	10,013.00
BCI	Burke BB-3034, Play House, Tunnel, and Fence	1	ea	6,495.00	6,495.00
BCI	Burke 580-0308, Stop Sign	2	ea	171.00	342.00
BCI	Burke 580-0309, Yield Sign	1	ea	171.00	171.00
BCI	Burke 580-0310, Speed Limit Sign	1	ea	171.00	171.00
Recreation ...	Courtesy Discount			-1,600.00	-1,600.00
	Subtotal				20,764.00
Ship-PA	Estimated Shipping			2,853.00	2,853.00
	Does not include unloading, assembly, installation or safety surfacing.				

To Accept Order, Sign: _____ **Date:** _____

TOTAL

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.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

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

Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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.

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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
Features	ALL Burke playground equipment comes with: - Industry-Leading "Generations Warranty™" - FREE Maintenance Kit and NPPS Safety Kit - UV-20 Protectant Molded into Fade-Free Slides and Roofs - KoreKonnect™ Direct-Bolt Connections utilizing Stainless Steel Tamper-Resistant Hardware with Factory-Applied Threadlocker			0.00	0.00
LeadTime	Standard lead time approx. 8 to 9 weeks upon receipt of order with completed order processing form and color selection. This may vary, check with us prior to ordering. Installation (if requested) will be scheduled upon receipt of playground structure.			0.00	0.00

TOTAL

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.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

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
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Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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.

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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
ColorSection	COLOR THEME: _____ or Please Write Color Choices Here (Refer to Colors Sheet): POWDERCOAT COLOR for Posts: _____ Handrails/Accessories: _____ HDPE PLASTIC PANELS for: 1 Color Plastic Panels: _____ 2 Color Plastic Panels: _____ ROTOMOLD PLASTIC for Slides: _____ Plastic Roofs: _____ PLATFORMS (circle one): BLUE, BROWN, or GRAY			0.00	0.00

To Accept Order, Sign: _____ **Date:** _____

TOTAL	$42,719.00

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 BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 14, 2021 AT 7:00 PM

AGENDA

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

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

3. **Renaming of the Haverford Reserve Community Park**

Motion: to rename the Haverford Reserve Community Park to the "Andy Lewis Community Park".

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

4. **Proclamations: Juneteenth – National Freedom Day**
   Eagle Scouts: Francisco Nieves, Liam McMahon, Colin Biddle, Shawn Houck, Bryan Houck and Connor Cook

5. **Bureau of Fire Update**

6. **Township Auditor Update**

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

8. **Approval of Minutes** **Regular Meeting Minutes of May 10, 2021**

Motion: to approve the Regular Meeting Minutes of May 10, 2021

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

9. Approval of Warrants

Motion: to approve the following warrant #6-2021 totaling $4,025,988.64

General & Sewer fund Payroll for May 13, 2021 in the amount of $635,137.71
General & Sewer fund Payroll for May 27, 2021 in the amount of $959,698.16
General Fund disbursements #6-2021 in the amount of $1,325,934.31
Sewer Fund disbursements #6-2021 in the amount of $509,588.34
Community Development Block Grant Fund disbursement #6-2021 in the amount of $29,572.58
Capital Projects Fund disbursement #6-2021 in the amount of $553,667.67
Credit Card Statement ending May 27, 2021 in the amount of $12,389.87

Voting order 1 2 3 4 5 6 9 7 8

10. Settlement and Stipulation of Counsel

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 633 Dayton Rd (D.C. Folio #22-05-00279-00) pending in the Court of Common Pleas of Delaware County, No. 2021-002156; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 717 Beechwood Dr (D.C. Folio #22-06-00177-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008480; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 20 E. Park Rd (D.C. Folio #22-02-00870-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009296; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 217 Valley Ridge Rd (D.C. Folio #22-04-00696-53) pending in the Court of Common Pleas of Delaware County, No. 2020-008796; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 401 Pilgrim Ln (D.C. Folio #22-09-02002-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008770; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 229 Valley Ridge Rd (D.C. Folio #22-04-00696-59) pending in the Court of Common Pleas of Delaware County, No. 2020-008361; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

Motion: To approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 621 Ellis Rd (D.C. Folio #22-01-00381-02) pending in the Court of Common Pleas of Delaware County, No. 2020-008120; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

11. Ordinance No. P9-2021 Dedication Jack's Way (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P10-2021 Zoning Map Change – 833 Buck Lane (1st Reading)

Motion: to adopt the first reading of Ordinance No. P10-2021 REVISING ITS ZONING MAP BY RECLASSIFYING THE ZONING OF THE PROPERTY LOCATED AT 833 BUCK LANE, HAVERFORD, PA KNOWN AS DELAWARE COUNTY FOLIO NO. 22-05-00138-00 and DELAWARE COUNTY TAX MAP NO. 22-03-297:000, FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL

Voting order 1 2 3 4 5 6 9 7 8

13. Resolution No. 2227-2021 **Approval CDBG and CDBG COVID Allocations**

Motion: to adopt Resolution No. 2227–2021 approving the 47th Year CDBG Program Action Plan and CDBG COVID Funding.

Voting order 1 2 3 4 5 6 9 7 8

14. AFFF Fire Foam litigation

Motion: to approve legal services agreement to engage Baron & Budd, P.C., Dilworth Paxson LLP, and Cossich, Sumich, Parsiola & Taylor LLC as counsel to pursue damages against the manufacturers and suppliers of firefighting foam and other products.

Voting order 1 2 3 4 5 6 9 7 8

15. Purchase

Parks and Recreation

Play equipment for Richland Park

Motion: to authorize the purchase of Play equipment for Richland Park, under Co-stars contract, from Recreation Resource, Kennett Square, PA, in the amount of $42,719.00.

Voting order 1 2 3 4 5 6 9 7 8

Lynnewood Field

Motion: to authorize the installation of 420 lf of 4' wide asphalt at Lynnewood Field, from Premier Concrete, Inc, in the amount of $10,836.00; submitting the lowest responsible quote.

This path will be replacing existing path.

Voting order 1 2 3 4 5 6 9 7 8

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

18. New business

19. Other business

20. Adjourn

PROCLAMATION

JUNETEENTH NATIONAL FREEDOM DAY

WHEREAS, FOR 159 YEARS, JUNETEENTH NATIONAL FREEDOM DAY CONTINUES TO BE THE MOST RECOGNIZED AFRICAN-AMERICAN HOLIDAY OBSERVANCE IN THE UNITED STATES. ALSO KNOWN AS "EMANCIPATION DAY", "EMANCIPATION CELEBRATION", "FREEDOM DAY", "JUN-JUN", "JUNETEENTH INDEPENDENCE DAY" AND

WHEREAS, "JUNETEENTH ." JUNETEENTH NATIONAL FREEDOM DAY COMMEMORATES THE SURVIVAL, DUE TO GOD GIVEN STRENGTH AND DETERMINATION, OF AFRICAN-AMERICANS, WHO WERE FIRST BROUGHT TO THIS COUNTRY STACKED IN THE BOTTOM OF SLAVE SHIPS IN A MONTH LONG JOURNEY ACROSS THE ATLANTIC OCEAN KNOWN AS THE "MIDDLE PASSAGE"; AND APPROXIMATELY ELEVEN AND ONE-HALF MILLION AFRICAN-AMERICANS SURVIVED THE VOYAGE TO THE NEW WORLD, THE NUMBER THAT DIED IS LIKELY GREATER, ONLY TO BE SUBJECTED TO WHIPPING, CASTRATION, BRANDING, RAPE, TEARING APART OF FAMILIES AND FORCED TO SUBMIT TO SLAVERY FOR MORE THAN 200 YEARS AFTER ARRIVAL IN THE UNITED STATES; AND

WHEREAS, JUNETEENTH COMMEMORATES THE DAY FREEDOM WAS PROCLAIMED TO ALL SLAVES IN THE SOUTH BY UNION GENERAL GRANGER, ON JUNE 19, 1865, IN GALVESTON, TEXAS, MORE THAN TWO AND A HALF YEARS AFTER THE SIGNING OF THE EMANCIPATION PROCLAMATION BY PRESIDENT ABRAHAM LINCOLN. FOR THE FIRST TIME, IN OVER 130 YEARS OF THE ANNUAL CELEBRATION, JUNETEENTH HAS FINALLY BEEN "OFFICIALLY RECOGNIZED" AS JUNETEENTH INDEPENDENCE DAY IN AMERICA BY THE PRESIDENT AND CONGRESS OF THE UNITED STATES; AND

WHEREAS, THIS REALITY IS PARTICULARLY UNDERSCORED BY THE FACT THAT IT WAS IN THE 1ST SESSION OF THE 105TH CONGRESS VIA THE BIPARTISAN COOPERATION OF THE FORMER CONGRESSWOMAN BARBARA ROSE-COLLINS (D-MICHIGAN), FORMER SENATOR CAROL MOSELY-BRAUN (D-ILLINOIS), CONGRESSMAN J.C. WATTS (R-OKLAHOMA), FORMER HOUSE SPEAKER NEWT GINGRICH (R-GEORGIA), SENATE MAJORITY LEADER TRENT LOTT (R-MISSISSIPPI) AND SENATE MINORITY LEADER TOM DASCHLE (D-SOUTH DAKOTA), THAT SENATE JOINT RESOLUTION 11 AND HOUSE JOINT RESOLUTION 56 WERE SUCCESSFULLY SHEPHERDED THROUGH BOTH HOUSES OF CONGRESS, IN A SUCCESSFUL EFFORT TO OFFICIALLY RECOGNIZE JUNETEENTH AS THE INDEPENDENCE DAY OBSERVANCE OF AMERICANS OF AFRICAN DESCENT IN 1997; AND

WHEREAS, AMERICANS OF ALL COLORS, CREEDS, CULTURES, RELIGIONS AND COUNTRIES-OF-ORIGIN, SHARE IN A COMMON LOVE OF AND RESPECT FOR" FREEDOM" , AS WELL AS A DETERMINATION TO PROTECT THEIR RIGHT TO FREEDOM THROUGH DEMOCRATIC INSTITUTIONS, BY WHICH THE "TENETS-OF-FREEDOM" ARE GUARANTEED AND PROTECTED. THE "19TH OF JUNE" OR JUNETEENTH INDEPENDENCE DAY, ALONG WITH THE "4TH OF JULY" , COMPLETES THE "CYCLE OF FREEDOM" FOR AMERICA'S INDEPENDENCE DAY OBSERVANCES. "UNTIL ALL ARE FREE, NONE ARE FREE" IS AN OFT REPEATED MAXIM THAT CAN BE USED TO HIGHLIGHT THE SIGNIFICANCE OF THE END OF THE ERA OF SLAVERY IN THE UNITED STATES; AND

WHEREAS, THE NATIONAL JUNETEENTH OBSERVANCE FOUNDATION IS SPONSORING THE PREMIER CELEBRATION, CONCERT, WORSHIP SERVICES AND CAMPAIGN TO COMMEMORATE AMERICA'S 2ND INDEPENDENCE DAY OBSERVANCE, THE "19TH OF JUNE" , AS ONE WHICH COMPLETES THE CYCLE OF AMERICA'S 18TH CENTURY INDEPENDENCE MOVEMENT, INITIATED WITH THE"4TH OF JULY" , 1776 "DECLARATION OF INDEPENDENCE" AND TO RECOGNIZE THIS COUNTRY'S MOVEMENT TOWARDS A "ONE AMERICA" , ADVANCED BY A SINCERE DIALOGUE OF THE REALIZATION OF WHAT JUNETEENTH HISTORICALLY MEANS TO ALL AMERICANS, PROMOTING RACIAL HEALING, RECONCILIATION, RESTORATION AND JUSTICE, THROUGH THE NATIONAL DAY OF RECONCILIATION AND HEALING FROM THE LEGACY OF SLAVERY AND THE NATIONAL JUNETEENTH BLACK HOLOCAUST "MAAFA" MEMORIAL SERVICE.

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA HEREBY ADOPTS THIS PROCLAMATION IN SUPPORT OF THE NATIONAL JUNETEENTH HOLIDAY CAMPAIGN AND ENCOURAGES PARTICIPATION OF OUR MEMBERS, FAMILIES AND COMMUNITIES IN THE ANNUAL WASHINGTON JUNETEENTH NATIONAL HOLIDAY OBSERVANCE, ON THE NATIONAL MALL, LINCOLN MEMORIAL AND US CAPITAL , DURING THE WEEK OF THE "19TH OF JUNE" IN WASHINGTON, DC.

PROCLAIMED THIS: 14TH DAY OF JUNE, 2021.

TOWNSHIP OF HAVERFORD

BY: GERARD T. HART
PRESIDENT

ATTESTED BY: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

FRANCISCO A. NIEVES

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Francisco's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install a prayer garden at the St. Raphaela Center, and

WHEREAS, Francisco's project was of particular importance. Francisco has been a neighbor to the St. Raphaela Center for his entire time in Scouting and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **FRANCISCO A. NIEVES** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

LIAM P. McMAHON

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Liam's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install large garden boxes that established a gardening area now used by both the Sisters and retreatants at the St. Raphaela Center, and

WHEREAS, Liam's project was of particular importance. Liam has been a neighbor to the St. Raphaela Center for his entire time in Scouting and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **LIAM P. McMAHON** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

COLIN J. BIDDLE

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Colin's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install a long stone pathway that established a permanent all-weather path between the two main buildings at the St. Raphaela Center, and

WHEREAS, Colin's project was of particular importance. Colin has been a neighbor to the St. Raphaela Center for his entire life and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **COLIN J. BIDDLE** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

SHAWN A. HOUCK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Shawn's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install birdhouses and plant bird attracting trees within the bird sanctuary at the Haverford Reserve Community Recreation and Environmental Center (CREC); and

WHEREAS, Shawn's project was of particular importance. Shawn has been a member of Scout's for twelve years and did his Eagle project at our beautiful local park where he has hiked and enjoyed nature as part of Scouting.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates SHAWN A. HOUCK for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

BRYAN J. HOUCK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Bryan's Eagle Scout project was to organize and gather volunteers from his troop and community to perform trail restoration and install water diverters along a trail at the Haverford Reserve; and

WHEREAS, Bryan's project was of particular importance. Bryan has been a member of Scout's for twelve years and did his Eagle project at our beautiful local park where he has hiked and enjoyed nature as part of Scouting.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **BRYAN J. HOUCK** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

CONNOR D. COOK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Connor's Eagle Scout project was to organize and gather volunteers from his troop and community to paint and do carpentry repairs at the St. Pius X Catholic Church convent; and

WHEREAS, Connor's project was of particular importance. Connor is a long-time parishioner of St. Pius X and attended grade school there. Connor felt strongly about doing his Eagle project at the Church that was critical in his religious formation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **CONNOR D. COOK** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: David R. Burman, Township Manager

EXECUTIVE SESSION – 6:30 P.M. - LEGAL

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 10, 2021 AT 7:00 PM

MINUTES
Meeting via in Person and Zoom

1. Opening of Meeting – Commissioner Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss a real estate matter.

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

   Also present: David R. Burman, Township Manager, James J. Byrne, Jr., Esquire Township Solicitor, Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Dan Mariani, Public Work Director, Brian Barrett, Parks and Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Officer and Dave Pennoni, Township Engineer.

   b. Pledge of Allegiance

Commissioner Hart indicated that there would be a slight change in the Agenda tonight. The Interim Commissioner appointment and the Sergeant promotion would be before Citizens Forum.

Mr. Byrne indicated, upon the passing of a Commissioner, and by law, with no disrespect to Andy Lewis' family, an interim Commissioner needs to be appointed within 30 days.

Appointment – 5th Ward Interim Commissioner

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to appoint Bernard McCabe, to serve as 5th Ward Interim Commissioner until the first regular meeting of the Board of Commissioners following the November election, at which time an individual will be elected to complete the unexpired term.

Roll Called.

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

Oath of Office by the Honorable Elisa Luciana

Civil Service Commission and Police Department

Sergeants List

Mrs. Boccella was present to present to the Board a certified Sergeants promotion list.

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to accept the Haverford Township Sergeants List.

Roll Called.

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

Commissioner McCabe recused himself due to his role on the Civil Service Commission.

Mrs. Boccella presented three names: Officers McCreight, Murray and Kenny.

Promotion:

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to promote Officer Robert J. McCreight to the position of Sergeant.

Roll Called.

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

Commissioner McCabe recused himself due to his role on the Civil Service Commission.

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

Lucia Schlossberg – The Library (see attached)

John Williams – 730 Panmure Road – Opposes Jack's Way (see attached)

Anthony Morinelli – Township Website needs more historical information (see attached)

Doug Wolffe – Millbrook Community – Opposes Ordinance No. P8-2021 (see attached)

Via Zoom

Dr. Farally-Semerad – President, Brynford Civic Associations – welcomed new Interim Commissioner to the 5th Ward and indicated that the association is still active amidst COVID-19.

End of Citizens Forum

Responses:

The Library: cost $16.5 million. We are still exploring parking and the library is looking into various grants.

Dedication of Jack's Way will be discussed during the meeting.

Mr. Morinelli's website is very extensive. The township may possibly add some of his historical material to the township website.

The Board will be voting on Ordinance P8 tonight (Millbrook)

Police Week Acknowledgement – Commissioner D'Emilio presented this proclamation and stated that they are all a success.

The attachments will detail the many police commendations that were given out tonight.

5. Proclamations

Commissioner Siegel recited Mr. George Campbell his 100-Year Birthday Milestone Proclamation.

Commissioner Hart acknowledged Children's Mental Health Week

6. Bureau of Fire Update – presented by Commissioner Wechsler (see attached)

7. Township Auditor Update – Ross Anderson, Township Auditor, reviewed the disbursements and expenses and found no irregularities.

8. David R. Burman – Township Manager Update – Mr. Burman announced that new guidance has been established from the Governor's office.

The township plans on beginning to open the Commissioners' meetings to the public (limited amount) on June 14th. Remote participation will continue.

Additional spots will be added to the summer playground program through the Recreation Department.

The Recreation Department and Committee are planning Haverford Township Day on October 2nd.

9. Approval of Minutes Regular Meeting Minutes of April 12, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of April 12, 2021.

Roll Called.

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

Commissioner McCabe recused himself. He was not a Commissioner at that time.

10. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #5-2021 totaling $7,591,920.20

General & Sewer Fund Payroll for April 15, 2021 in the amount of $642,274.91
General & Sewer Fund Payroll for April 29, 2021 in the amount of $718,532.79
General Fund disbursements #5-2021 in the amount of $2,270,221.67
Sewer Fund disbursements #5-2021 in the amount of $1,047,963.42
Community Development Block Grant Fund disbursement #5-2021 in the amount of $65,589.86
Capital Projects Fund disbursement #5-2021 in the amount of $337,320.98
ACH – PA Office of Unemployment Benefits in the amount of $3,075.88
Debt Service – 2016 GO Issue (ACH) Bond Interest in the amount of $115,516.25
Debt Service – 2018 GO Issue (ACH) Bond Principal and Interest in the amount of $2,028,223.75
Debt Service – 2020 GO Issue (ACH) Bond Principal and Interest in the amount of $359,246.25
Credit Card Statement ending April 27, 2021 in the amount of $3,954.44

Roll called:

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

11. Settlement and Stipulation of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to approve the Settlement and Stipulation of Counsel in the matter of Haverford Township School District initiated property tax assessment appeal for property located at 48 W. Eagle Rd (D.C. Folio #22-03-00908-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009355; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2418 Hirst Terrace (D.C. Folio #22-03-01333-00) pending in the Court of Common Pleas of Delaware County, No. 2021-001101; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Wechsler and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 617 Railroad Ave (D.C. Folio #22-05-00924-00) pending in the Court

of Common Pleas of Delaware County, No. 2020-008254; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 17 Coopertown Rd (D.C. Folio #22-04-00144-01) pending in the Court of Common Pleas of Delaware County, No. 2021-008505; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 912 Haverford Rd (D.C. Folio #22-05-00397-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008362; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

Motion made by Commissioner Holmes and seconded by Commissioner Holmes to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 2 Drexel Ave (D.C. Folio #22-09-00624-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008106; and authorize Counsel and proper officers of the Board to execute necessary documents.

All Commissioners agreed to a voice unanimous vote.

12. Ordinance No. P8-2021 Traffic (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P8-2021 authorizing traffic restrictions on the following highway:

Establish: Parking Time Limited

Railroad Avenue, East Side, from Walnut Lane to Millbrook Lane, 8:00 am to 4 pm, Monday through Friday, 2-hour limit

Parking of All Vehicles Prohibited at All Times

Railroad Avenue, West Side, from Walnut Lane to Millbrook Lane

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, McCabe, Holmes, Wechsler and Quinn.

Commissioner Hart voted No.

13. Ordinance No. P9-2021 Jack's Way Dedication (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Roll Called.

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

14. Resolution No. 2220-2021 RACP Application & Business Plan - Haverford Township Free Public Library.

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2220-2021 authorizing the filing of the formal RACP Application & Business Plan to assist with financing of the renovation project at the Haverford Township Free Public Library.

Roll Called.

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

15. Resolution No. 2221-2021 Finance Department - Reimbursements

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to adopt Resolution No. 2221-2021 approving A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA DECLARING THE TOWNSHIP'S OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS OF CAPITAL EXPENDITURES MADE OR TO BE MADE FOR CERTAIN PROJECTS; PROVIDING FOR CERTAIN RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Roll Called.

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

16. Resolution No. 2222-2021 **Revised Land Development Plans – 1315 Lawrence Road**

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt Resolution No. 2222-2021 approving the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, for the properties located at 850 and 1000 N. Eagle Road, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-01-00366-01 & 22-01-00727-00 was approved subject to conditions by the Board of Commissioners, Resolution No. 2149-2019 on August 12, 2019 and that that the recommendations of the Shade Tree Commission and Planning Commission have been reviewed and the landscape design required as a condition of approval for the Preliminary/Final Land Development and Minor Subdivision Plans for Haverford Mr. Storage, LLC, is approved.

Roll Called.

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

17. Resolution No. 2223-2021 **Commissioners Support - Use of Radar and LIDAR**

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2223-2021 SUPPORTING HOUSE BILL 606 AND OTHER LEGISLATION CONTAINING THESE OR SIMILAR PROVISIONS.

Roll Called.

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

18. Resolution No. 2224-2021 **Announcement of Public Hearing – Zoning Map Amendment – 833 Buck Lane, Haverford Monday, June 7, 2021 – 6:45 P.M.**

Motion made by Commissioner Oliva and seconded by Commissioner McCloskey to adopt Resolution. 2224-2021 that the Township of Haverford is considering an amendment to its Zoning Chapter of the General Laws of the Township of Haverford by reclassifying the zoning district of the property located at 833 Buck Lane, Haverford, PA, known as Delaware County Folio No. 22-05-00138-00, from INS Institutional District to R-1A Low-Density Residential.

Roll Called.

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

19. Resolution No. 2225-2021 Watershed Restoration & Protection Grant

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2225-2021, that Haverford Township hereby requests a Watershed Restoration and Protection Program (WRPP) Grant in the amount of $300,000 from the Commonwealth Financing Authority for stream restoration activities in a portion of Cobbs Creek along Karakung Drive.

Roll Called.

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

20. Contract Awards

Demolition of former Brookline School

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to award the demolition of the former Brookline School contract to Terra Technical Services, Downingtown, PA, in the amount of $381,000.00; submitting the lowest responsible bid.

Demolition will begin in a couple of months. The area will be graded – then grass.

Roll Called.

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

21. Public Works Department

2021 Road Program

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the 2021 Road Program contract to Allan Myers, Worcester, PA, in the amount of $1,341,450.10; submitting the lowest responsible bid.

Roll Called.

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

22. 87 Octane Gasoline and #2 Fuel Oil

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the 87 Octane Gasoline contract to PAPCO, Inc., Aston, PA, in the amount of $2.0948 per gallon; submitting the lowest responsible bid.

Roll Called.

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

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the #2 Fuel Oil contract to Petroleum Traders Corporation, Fort Wayne, IN in the amount of $2.0789 per gallon; submitting the lowest responsible bid.

Roll Called.

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

Light Pole Painting

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to approve proposal for the painting of (100) one hundred street light poles to Rafferty Painting & Power washing, Inc. of Lansdowne, PA, in the amount of $198.00 per pole or $19,800; submitting the lowest responsible quote.

Roll Called.

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

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

Doreen Saar – Brynford Civic Association representative

The association welcomes Commissioner McCabe and also indicated that the association is active in the Billboard case, traffic in the Brynford section and the variance filed for the restaurant located at 701 Buck Lane.

Commissioner D'Emilio asked if Jim Byrne, Township Solicitor could ask for a Continuance on the Zoning issues revolving around 701 Buck Lane.

Commissioner D'Emilio made a motion to add this request to the agenda which was seconded by Commissioner Holmes.

Voice vote – all Commissioners voted Yes.

Motion was made by Commissioner D'Emilio and seconded by Commissioner Quinn to have Township Solicitor Byrne to request a Continuance.

Voice vote – all Commissioners voted Yes.

24. New business

Commissioner Oliva requests to add to the June Work Session - renaming the Haverford Reserve Community Park as the "Andy Lewis Community Park".

25. Other business – All Commissioners welcomed Commissioner McCabe

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio indicated that the 6th Ward Democratic Party mailed a Newsletter mischaracterizing both his and Commissioner Quinn's position on the library. Commissioner Holmes apologized profusely.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva welcomed Bernie McCabe. Bernie was a good friend to Andy Lewis and he is glad the board appointed him tonight.

Commissioner Oliva is happy to rename the Community Park. If it were not for Andy's drive and support, Haverford Reserve Community Park would not be there.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey did indicate that everyone is still grieving the loss of Andy Lewis.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel stated that his first vote the first night of being a Commissioner was to demolish the Bubble Gum Factory. He told Commissioner McCabe there is no "free ride". His first vote tonight was to demolish the Brookline School.

Commissioner Siegel is asking Commissioner McCabe to join him in talks with PECO about the upcoming 2-month road closure on Darby Road into 320 – June through August. PECO is working with AQUA to coordinate utility work.

Bernie McCabe – 5th Ward Commissioner

Commissioner McCabe thanked everyone for their welcome and stated that this is a sad day.

Andy Lewis was honest, forthright - he connected with people. Commissioner McCabe will do his best!

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that the Solar Ad Hoc Committee met. Commissioner Siegel is not able to participate. He is requesting that possibly Commissioner McCabe could be the other Commissioner representative.

The first solar project discussed would be a new roof on the CREC. A representative from the committee would like to be placed on the June Work Session Agenda to provide a presentation – and afterwards the board to decide to request a RFP.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler stated that Commissioner McCabe came to the Board fully recommended. He thanked him for his hard work on the Civil Service Commission and for stepping up for accept the interim Commissioner position.

Commissioner Wechsler does concur with the renaming of the Community Park.

He is happy to announce that this years' Memorial Day Ceremony will be held on May 31st at 11:00 a.m. - here at the township building.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn stated that the Police Department can be very proud of themselves and congratulated new Sgt. Robert McCreight.

This week is "Stuttering Awareness Week" and thanked everyone for the support he is given with his stuttering impairment.

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

Commissioner Hart stated that this is the first time since last March that all the Board is present in this room. The June meeting will be open but limited.

26. All Commissioners agreed to adjourn.

ATTACHMENTS

Dave Burman

From: Lucia Schlossberg <lucias821@gmail.com>
Sent: Monday, May 10, 2021 12:16 PM
To: Info
Subject: Public Comment

Questions referencing renovation of existing Haverford Township public library

1. What is the cost of the renovation?
2. How is the parking situation being resolved?
3. Is the existing building historic? If so, what types of grant programs or tax incentives has the Board explored to help with the cost of renovation?
4. When will residents be able to see plans/designs for the renovation?

Lucia Schlossberg
Havertown

Dave Burman

From: john williams <johnpwilliamsjr@yahoo.com>
Sent: Monday, May 3, 2021 9:49 AM
To: Dave Burman
Cc: Mario Oliva; Steve D' Emilio; Conor Quinn; Gerard Hart; Larry Holmes; Bill Wechsler; Kevin McCloskey; Daniel Siegel; jjbyrne@mbmlawoffice.com
Subject: Jack's Way Deed of Dedication--Please Refuse to Accept

Dear Mr. Burman and Commissioners:

I wanted to communicate to you that as a taxpayer, I oppose the Township accepting the dedication of "Jack's Way."

This is a *cul de sac* that serves perhaps six houses, and I fail to see how acceptance of this roadbed will contribute to the public good. How often can we expect the public to use this road?

If erroneously classified as a public road, Jack's Way, being a dead end, will in no way increase the travelling convenience of the public. Instead, acceptance of the roadway will in my opinion increase Haverford's expenses, which (along with its taxes) are already high. Acceptance of such a dedication would, however, function as a subsidy to the development's builder at taxpayer expense.

Please consider the example of Radnor Township, which in recent years has generally not accepted dedications of short *cul de sacs.* See:https://gis.penndot.gov/BPR_pdf_files/Maps/Type5/23106.pdf

With that in mind, I strongly urge the Commissioners not to accept Jack's Way. If the Commissioners wish to possess the sewer, I would suggest a revised deed in which the sewer alone is accepted.

Sincerely yours,

John Williams
730 Panmure Road
Haverford, PA 19041

Dave Burman

From: ANTHONY MORINELLI <tmorinelli@verizon.net>
Sent: Monday, May 10, 2021 8:49 AM
To: Info
Subject: Website

Commissioners:

I would like once again to offer my website to the township.

The site contains the carefully researched history of each neighborhood in Haverford Township.

You may make any adjustments, editing, or alterations as you see fit. I would be happy to maintain the site with continuing information.

I would hope that a distinction may be made between the value of the site to the community and any personal opinions.

Tony Morinelli
Harford Hall
Mill Road

https://www.iliveinharford.com/index.html

Dave Burman

From:	Doug Wolffe <dougwolffe@yahoo.com>
Sent:	Sunday, May 9, 2021 9:33 PM
To:	Info
Subject:	MAY 10, 2021 Letter for Reading Into the Record of the May 10, 2021 Haverford township Commissioners Meeting
Attachments:	20210428_111000.jpg; 20210428_111003.jpg; 20210409_090741.jpg

Stay of Resolution No. P8-2021 & Request for Corrective Action to matters hereby

Haverford School Student Parking Problem and Complaint

MAY 10, 2021

REVISED FINAL FOR READING INTO THE RECORD AT THE MAY 10, 2021 HAVERFORD TOWNSHIP COMMISSIONERS MEETING -

(sent April 30, 2021 & May 1, 2021 via email to Haverford Township & All Haverford Township Commissioners)

To: Haverford Township and the Haverford Township Board of Commissioners

3 PHOTOS ENCLOSED

Dear Haverford Township/Haverford Township Board of Commissioners.

I would like to respectfully voice my opinion and concern about a problem that's been occurring here within the Millbrook neighborhood– 5th Ward. Hopefully this can help to identify the source of the problem and hopefully enable you to find a better solution. To begin, it is of my opinion and belief that the Haverford School has been excessively using and abusing parking privileges here within our community. They do not have enough on campus parking for their students and as a result, an excessive use of signage has instead been installed by the Township throughout the neighborhood here in an effort to keep these streets safer and to ward off the students from parking, specifically in those areas identified by a "No Parking" sign. It is now though, the residents who live here, who have come to suffer by way of this school's excessive use of our neighborhood streets. It is the Township's response now to continue increasing the use of this signage as the problem continues to get worse by adding more and more signs yearly due to the school's over use these public streets. Effectively, this has created an unfair bar to the residents and their own ability to be able to park in front of their own homes or otherwise in front of neighbors' homes or elsewhere otherwise due to this signage. This effective bar continues as long as the students occupy the entire roadway throughout the entire day and via the placement of these restrictive signs being placed everywhere.

-EXCESSIVE USE OF PUBLIC STREETS-

Essentially, the school's excessive use of our residential neighborhood streets has caused our neighborhood streets to be used as something otherwise, being used instead as a school parking lot wherever the signs are not. And because the school has left their driving students with no other choice and nowhere else to park, all day long parking continues to exist

within our neighborhood. Many signs have been put up permanently as installed by the Township, in an attempt to alleviate this student parking problem complained of by many over the years here within the community. Safety concerns have been raised, and safety is very relative to this concern. Safety is also relative to this complaint and objection hereby as well, a concern that the school has so far yet to acknowledge. The increase in these new signs include limitations on our own ability to park here as well. They include No parking at all in some areas. Some give special exceptions for residents only (but not for their guests), and some limit our neighborhood parking ability to only 2 hours due to all this, all of which has been unanimously approved for adoption within this neighborhood by the Board of Commissioners, all to keep the students from parking on these streets where problems are complained of or where problems of safety related concerns have occurred. As a solution to the problem, yet without seemingly having truly identified the root of the problem as to why this is, why it is happening and where it is all coming from, the Board of Commissioners gives unanimous approval to more and more of these signs. A true understanding and true realization of where the problem comes from must be recognized and known as to how it is affecting the residents here. It is essential to have this understanding and important for all to know in order to effectively solve the problem rather than creating more and more problems down the road with the approval of more and more signs. It is also important to know that we are all currently being severely prevented from freely using our streets in front of our homes as intended and as bargained for, a privilege that was created to this use that is now being diminished, taken away and denied. It's becoming eliminated due to the over use and abuse of these residential streets by the school and the continuation of their student parking and abuse of those privileges being used excessively with all day long daily parking as is known to be coming from an institution who also does not at all live here and who does not at all pay taxes here to benefit from this privilege. This, has become a severe imposition and a severe burden and severe abuse put upon us all, as to we the residents here within this community who in no way approve and in no way bargained for any of this at all – monetarily or otherwise. So far, there is no known proper remedy in place or having been addressed.

-FAILURE OF SCHOOL TO ACT-

Due to the denial and outright failure to act by the school over the past year, and of the many pleas to the school to hopefully find a way to have more on campus parking for their students, so far nothing has been done, and the Community and the Township has had to pay the price for these consequences of nothing at all being done. The school's continued refusal to not act quickly and to not act properly to identify and solve the problem creates another problem, in that the school itself has refused to implement any proper plan and any proper solution for the safety and relief of us all. This failure to act has in fact caused the Township to take these other steps to approve, and now approve further yet, ever more restrictive Ordinances for the creation of even more new signage yet, causing a migration of these signs to go further and deeper into our neighborhood. Without addressing and without correcting the root of the problem, being "inadequate on campus student parking" a disservice to the people of this community is being served against us as the signs go up and as the school continues to ignore the problem affecting us all as the situation continues to get worse and worse street after street while these students continue to park their cars in packs further and further down into our neighborhood. To date, nothing is known toward finding a good and proper solution by the school. The streets are full where the signs are not, and the new signs put up has caused an increase in congestion and an increase in safety concerns as the situation continues to grow and get more and more dangerous as a result of this vehicle pack parking that's occurring everywhere on the other roads where the signs are not. It has reached an unacceptable level, as the enclosed picture now demonstrates.

-BAD PROBLEM WITHOUT A SOLUTION BUT FOR UNANIMOUS APPROVALS-

As the situation gets worse, resident streets once quiet have become a daily nuisance and a daily concern. Those now without any of the forced sign restrictions have become the worst. As more and more restrictions occur with more of the No parking/Limited Parking restrictions in place on other streets, it seems now that there is a continuing further unanimous approval by vote by the Board of Commissioners to approve yet even more and more of these resident restrictive signs. This problem in my opinion has been going from bad to worse. The problem has become far worse now for all those streets without these unanimously approved signs. So this really doesn't help, and it all adds up to additional severe burdens and restrictions upon us all who live here and perhaps who need to park in front of their own homes from time to time and without restriction. For those who are left without the signs, the creation of an even more unfair and even worse

situation has now occurred. Therefore, the true and actual point and target to this problem is to confronting the actual source of from where it all began. It is thus therefore just and proper to first identify the problem, identify the source, and properly then acknowledge a solution to the problem and find a way to implement it so that it can be properly fixed. The source is now positively identified. The cause is also now positively identified, and the signs are not the answer. To allow this, All Day Long Haverford School Student parking that is being granted to them wherever the signs are not is giving them the freedom to be able to park all day long wherever they want whenever they want wherever the signs don't exist. It is continuing the abuse of the privilege and it is continuing to allow them the free ability to park their vehicles in further packs unattended on these residential neighborhood streets wherever the signs aren't all day long from 8:00 a.m. - 4:00 p.m. daily every day throughout the school year, month after month, year after year for well over a decade now. It is tantamount to a severe abuse of the public parking situation and privilege and a disrespect to the residents of this community in particular. It is of this knowledge and of this abuse and the fact that the school has done nothing that constitutes a further abuse to the people for without a care in the world to fix it. Numerous letters have now been written in an attempt to remedy their own problem for them. All have been rejected. All have been attached with sincere pleas of hope that the school would maybe do something. So far, nothing at all has been done, and so far there seems now then to be a blanket disregard and a blanket lack of care and blanket disrespect for the people here living within this community who are known to suffer for their knowing and continuing what is known to be going on. Zero from the school has been done to date to in any way improve this situation.

-PROTECTION REQUEST-

We need protection now from you so the situation doesn't continue growing into something bigger and become entirely out of control. We need protection from you so that none of us are forced in any way further to be forced to accept any more of these dangerous and abusive conditions. We need protection not from approval to install more and more signs, but protection from you to actually solving the problem. We need to have a voice now therefore through you to speak up for all of us so that no more of this will continue to happen and so that these abuses and these excessive uses of our streets will finally come to an end. The true root of the problem is identified, and it therefore must now be fixed, and fixed without more and more of the signs. The signage is costly, it is unattractive, and it is unnecessary, particularly if and when the source of the problem has been identified and has caused the township to now address and fix the problem that they themselves are known to have created, by themselves and on their own, they should certainly now be willing to do something more than nothing. Whereby, the signage here in this instance does in fact cause a further problem and does in fact cause a greater number of vehicles to be left alone all day long now packed and unattended on these unmarked streets, compounding the existence of the problem and continuing a bigger problem now being created further down the road - as demonstrated in the attached photos.

-IN CONCLUSION-

In conclusion, the situation in my opinion has been just that, abusive, dangerous and costly to all the residents here within the township and within this community all in the many ways described. It has been costly for the people of this township who have had to pay for the costs and installation of these additional new signs, none of which anyone had ever at all agreed to or accepted as for being a true answer to this real problem. For many, they do not even know what they are paying for, yet they still have to pay. The residents here within Ward 5 in particular are the ones who have suffered the most by all this and are the ones who are being caused to accept this new parking condition of imposed regulations through our representative capacity of the Board of Commissioners through approval by the Board for something that never really should be and for something that never should be further approved at all. Because the signs are not at all a true and just or proper solution to this problem, and because we are all in fact being caused to pay for something that really never should be, therein creates yet another problem by way of not properly identifying the source of the problem and for not finding the correct cure to the problem. Through this imposed force by the school, for to now do nothing at all, and for not coming up with an answer to the problem for the people of a problem that they create, it is therefore now then up to the Township to help the people find a better way and a more proper, correct and more acceptable way to answer this problem. This way, we the taxpayers as residents won't have to suffer any further and will no longer be forced to endure more of the abuse and the controlled regulation of these streets within our neighborhood.

So this is a brief outline of the condition as we know it which we are all now confronted with. We are aware of the upcoming Commissioners meeting on May 3, 2021 for you to approve further yet even more of these signs for to be put up as proposed now going up on the east side of Railroad Avenue under Resolution No. P8-2021 item #14. For this, I myself am strongly opposed to it, primarily due to the forgoing reasons mentioned and primarily due to the unnecessary hardship and regulatory imposition put upon our neighbors who live there at that location who will be severely adversely affected by this Ordinance. I am opposed also because any further continuation of the installation of any new signs to this purpose to ward off student parking is hereby objected to since it is pushing the problem further onto other roads who are without the signs and thus, creating further additional impositions and burdens unfairly for those without. None of this seems just or proper, so none of it should be allowed to continue. For to have all of the Haverford Township residents now have to continue paying into such a program known to be created by others is wrong. Additional other problems are being magnified elsewhere as a result, which also seems wrong unjust and unfair, particularly while the source of the problem has not yet been addressed and not yet called to answer to their problem which they created.

Therefore, I myself am opposed to and in absolute defense now as well for our elderly neighbors who live here at the top of Millbrook Lane and Railroad Avenue who now also will now be caused to suffer safetywise and otherwise in all ways by being forced now to be unable to park in front of their own home and thus unfairly penalized for now having to cross over the intersection to get to their home, all due to this unsolved situation and the new cause and case for implementation of these new signs proposed to be put up within Resolution No. P8-2021 item #14 (ie. 2 hour parking regulation on the east side of Railroad Avenue from Walnut Lane to Millbrook Lane, 8:00 a.m. to 4:00 p.m. Monday through Friday, 2 – hour limit). These neighbors will be permanently prevented now from being able to park overnight in front of their own home of 40 years should this sign ordinance be approved within Resolution No. P8-2021 item #14. I therefore do now object hereby to Resolution No. P8-2021 item #14 listed on your May 3, 2021 agenda for this and for all other reasons stated herein and otherwise.

The school is also aware of this upcoming Ordinance Resolution P8-2021 item #14, and I hope that they too will be present to oppose this resolution for the benefit of the people here and for the benefit of our neighbors and for the benefit to the many reasons stated herein, safety being number one. I too now hope that they will propose a satisfactory solution to this problem for you, so that you are no longer burdened with having to deal with this problem any further. Should the school choose not to voice their objection to you or come forth in any way with a satisfactory solution, I myself would like to then have another opportunity to come in and speak with you all about possibly finding a better solution that's acceptable for us all. On behalf of the community as a whole, I do trust that there will be a unanimous opposition instead now to said Resolution P8-2021 item #14. I do also pray that you all understand my feelings about this and hopefully honor my opinion about this as for the way I feel with this as being a big community problem that needs your attention for a solution that works for us all.

Thank you for listening and thank you for your understanding and for your hopeful consideration to all this and for hopefully staying Resolution P8-2021 item #14 and for hopeful further stays on all further sign related resolutions concerning this issue and for instead finding a hopeful satisfactory better resolution to this problem.

Thank you very much for listening and thank you all for your appreciated attention to this matter.

Respectfully Submitted,

Doug Wolffe

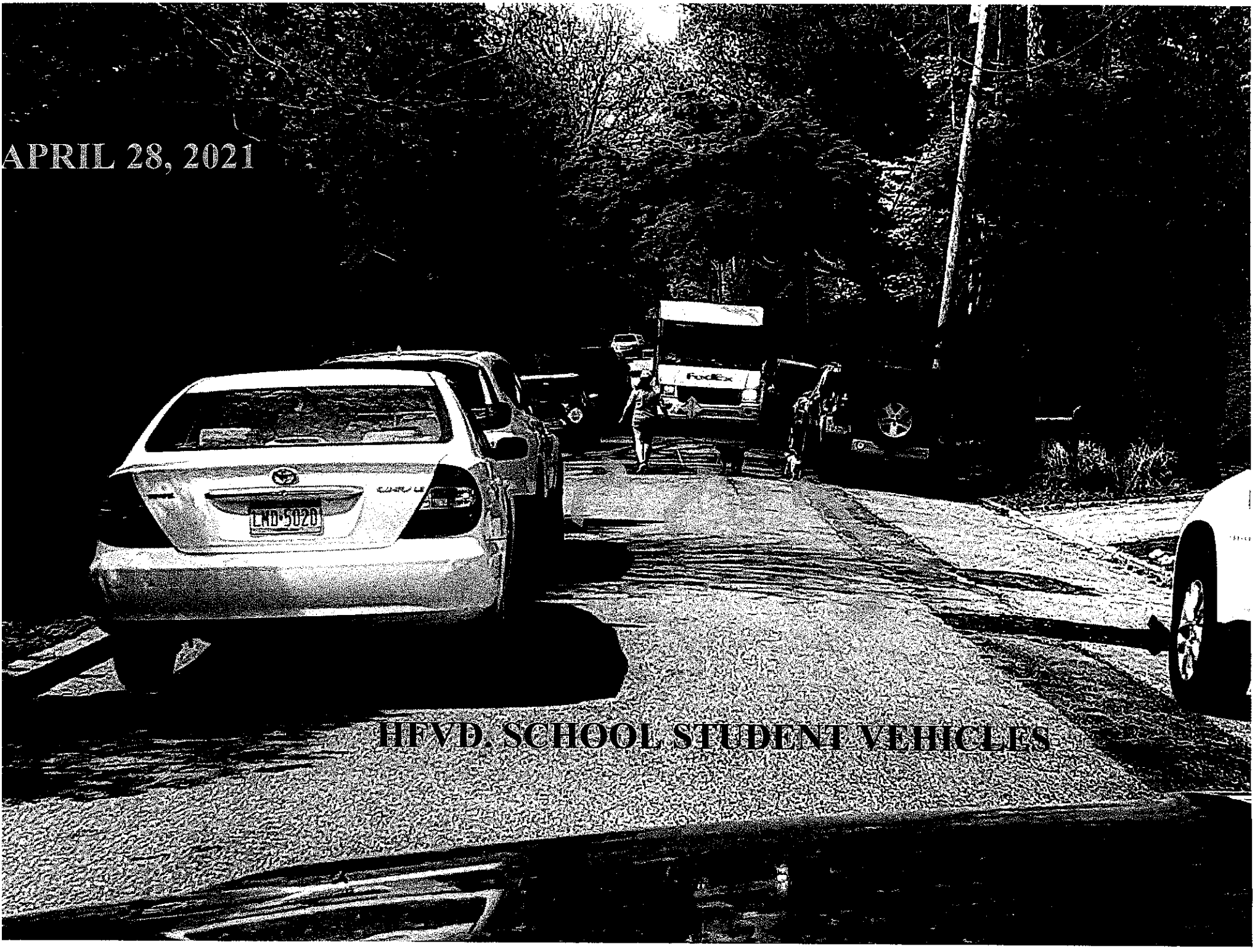
777 Millbrook Lane

Haverford, Pa 19041

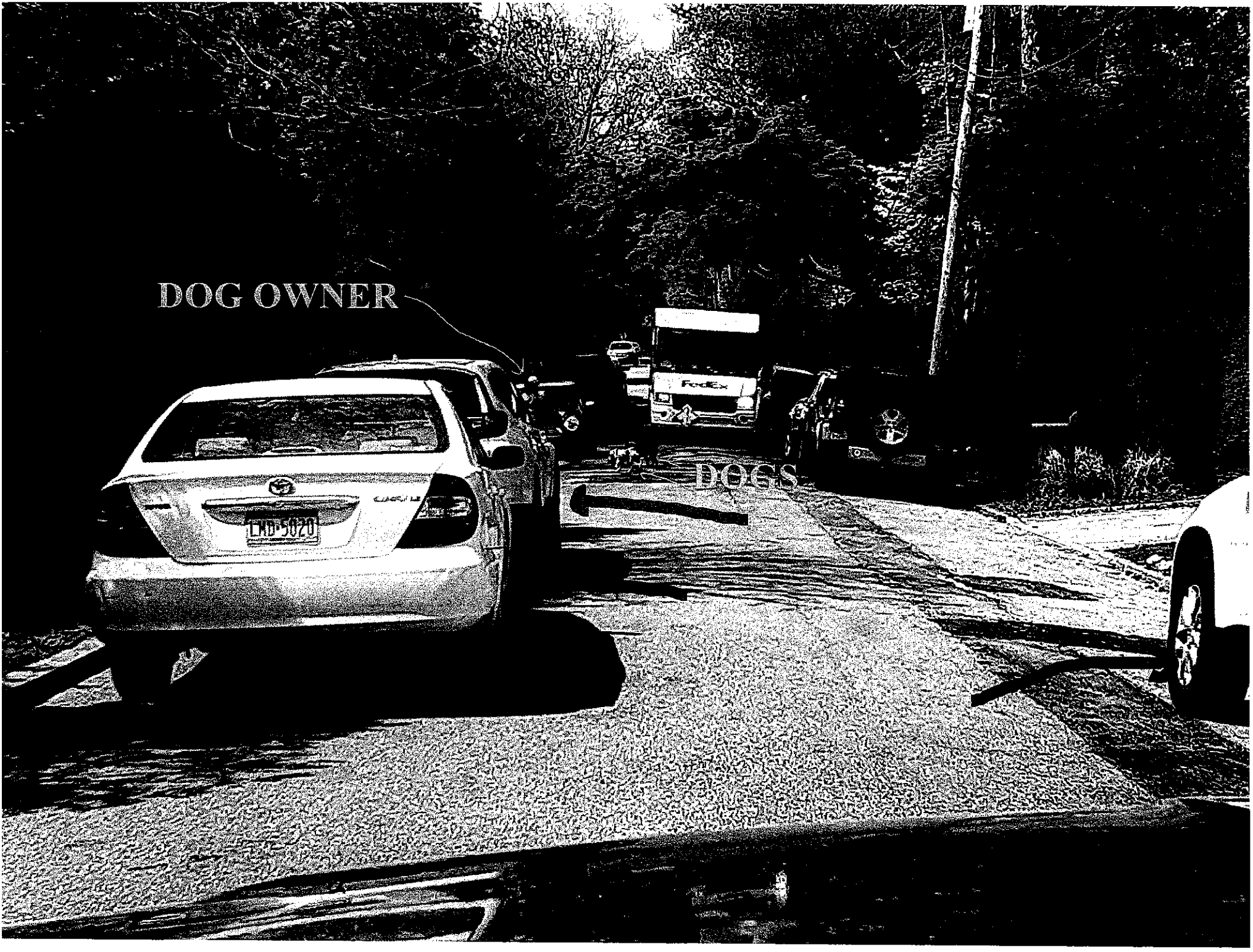
P.S. For a list of suggestions previously presented to the school, please contact the school or me so I can forward those suggestions to you. I have the relevant contact information for the Haverford School and the Board of Trustees, which I would be pleased to forward to you should you need any of this moving ahead. Thank you.

In addition - The neighborhood here is primarily a walking community. It is a community where we have dog walkers walking in the street, children walking in the street, mothers with children in the street, bikers, commuters, delivery drivers, school buses, mail trucks, etc. all who use these streets as a public walkway whether coming from the trains or coming from other places elsewhere otherwise. This has all worked out fine for us all before the problem of multiple student vehicles parked in packs being parked all day long up and down the road on both sides of the road all day every day throughout the school year. Large emergency vehicles such as fire trucks may not even be able to make it up the road under these conditions should they have to. School buses, ambulances, etc. may also one day become blocked from access on any day that there happens to be an accumulation of large vehicles left parked unattended all day long on both sides of the street which they often do. I believe the width of these roads is 25', which does not at all allow for an emergency vehicle of size to fit between two large suv's parked on either side. Thus, the condition is a safety concern for pedestrian's and for this reason as well.

APRIL 28, 2021

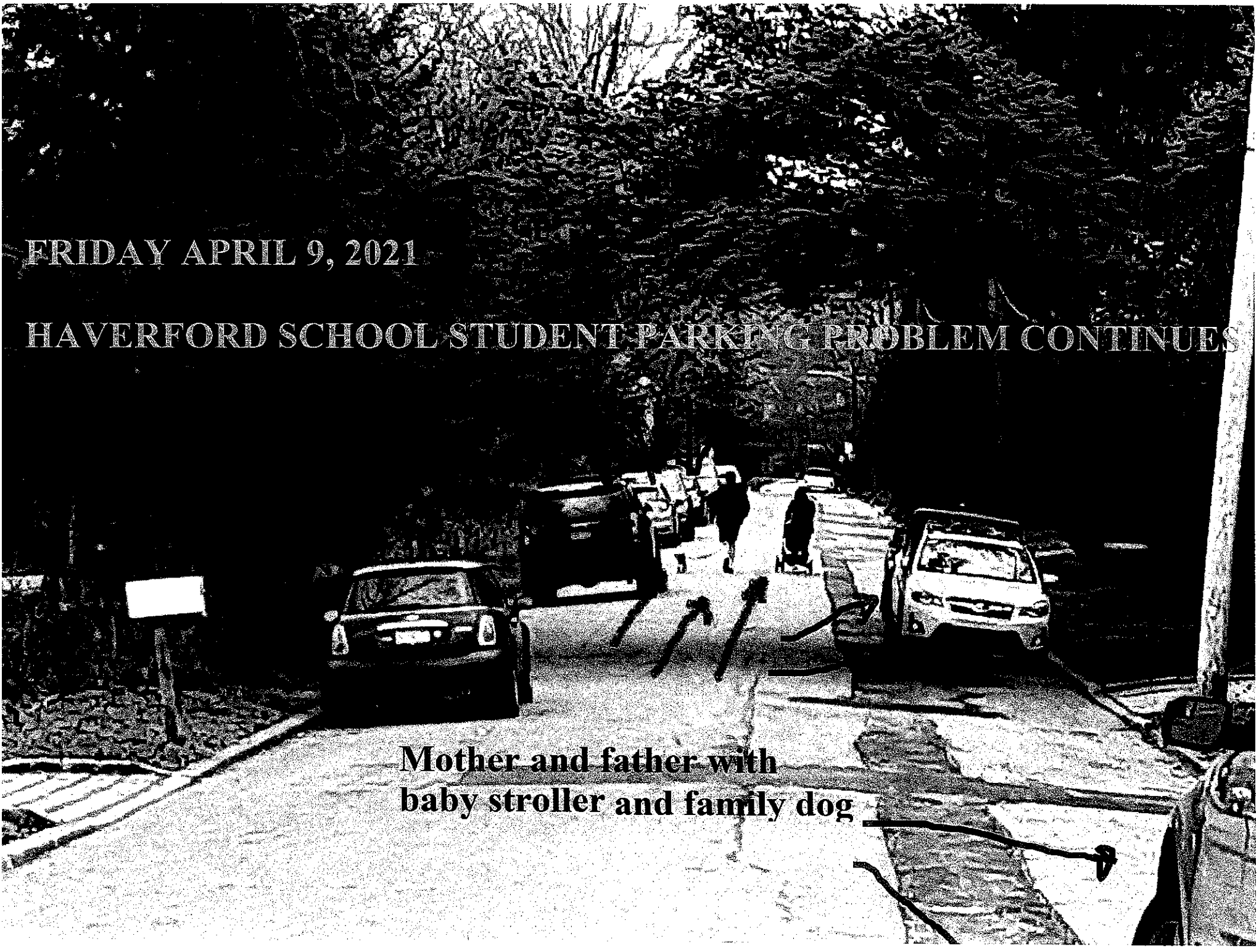


HFVD. SCHOOL STUDENT VEHICLES


DOG OWNER
DOGS

FRIDAY APRIL 9, 2021

HAVERFORD SCHOOL STUDENT PARKING PROBLEM CONTINUES



Mother and father with baby stroller and family dog

HAVERFORD TOWNSHIP POLICE DEPARTMENT

Life Saving Commendation

This commendation is awarded to an officer who performs a lifesaving act under extraordinary circumstances, whereas;

a) the officer took direct, immediate and positive action to preserve the life of another human being who was in danger of dying
b) the action taken by the officer did prevent the loss of human life, and
c) the circumstances of the act were such that any delay in providing assistance would, in all probability, have resulted in the person's death.

On Monday, December 28, 2020 at 0619 hours, Haverford Township Police were dispatched to 25 W. Eagle Road for a report of a building fire. Officers Patterson, Murtha and Linker arrived on location at 0621 hours and observed smoke coming from the rear of the building. These officers attempted to gain entry to the apartment through a rear door but were met with heavy smoke conditions. At this time, apartment resident Kathleen Haindl appeared at a first floor window. She was covered in soot and experiencing respiratory difficulty due to heavy smoke exposure. Officers Patterson, Murtha and Linker acted quickly to extricate Haindle from the building. Her care was then turned over to Narberth Paramedics who transported Haindl to Crozer-Chester Medical Center. All five Haverford Township Fire Companies, along with Broomall and Penn Wynne Fire Companies, responded to extinguish the blaze.

Officers Patterson, Murtha and Linker instinctively acted in a heroic manner. Their actions were exceptional and beyond the requirements of routine duty.

Officers Patterson, Murtha and Linker are a credit to themselves, Haverford Township, and the Haverford Township Police Department.

For their actions they are hereby awarded this official Commendation for a Live Saving Event.

HAVERFORD TOWNSHIP POLICE DEPARTMENT

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This commendation is awarded to an officer who performs a lifesaving act under extraordinary circumstances, whereas;

a) the officer took direct, immediate and positive action to preserve the life of another human being who was in danger of dying
b) the action taken by the officer did prevent the loss of human life, and
c) the circumstances of the act were such that any delay in providing assistance would, in all probability, have resulted in the person's death.

On Sunday, January 17, 2021 at 0319 hours, Haverford Township Police were dispatched to 2820 Haverford Road for a medical emergency. Officer Patterson was the first to arrive and found the victim sitting in a living room chair. Theresa Victoria is 65 years old and was having respiratory difficulty. Officer Patterson instructed the victim to refrain from speaking and focus on her breathing, while he waited for EMS to arrive. Officer Patterson observed the victim lose consciousness, turn blue in the face and stop breathing. Officer Patterson alerted the medics who had just arrived in the driveway of the situation. He then moved the victim from the chair to the floor and began life saving CPR. Officer Nyhart arrived as backup and the two officers did provide CPR until the EMS crew arrived inside. Officer Patterson and Nyhart did continue rescue breathing and chest compressions while the medical crew treated and transported the victim to Bryn Mawr Hospital.

Medic Victor Berg did verify that the victim has made a full recovery and was released from the hospital.

Officer Patterson and Officer Nyhart instinctively acted in a heroic manner and provided lifesaving treatment at the most critical stage. They maintained their composure under difficult circumstances and played a major role in saving a life. Their actions were exceptional and beyond the requirements of routine duty. Officer Patterson and Officer Nyhart are a credit to themselves, Haverford Township, and the Haverford Township Police Department.

For their actions they are hereby awarded this official Commendation for a Live Saving Event.

The Haverford Township Police Department's

DISTINGUISHED UNIT COMMENDATION

On Thursday, October 22, 2021, Haverford Township Police were dispatched to the Palombaro Club, 2632 County Line Road, for a shooting. Upon police arrival a large group was gathered in front of the club which directed police to the rear of the property where the victim was located laying on the ground in front of the back door with an obvious gunshot wound to the right groin area. Police immediately rendered first aid applied direct pressure to the wound until medical personnel arrived on scene. Police attempted to obtain information from the victim, but to no avail, as he was uncooperative. More officers arrived on scene and secured the front of the business, as well as the interior where the shooting had occurred. The rear of the property had also been secured at this time. On scene officers quickly began interviewing witnesses and gathering information. From information received from bystanders, numerous pedestrian investigations were conducted in order to identify possible suspects.

Command Staff and detectives then arrived and took control of the scene. The information gathered by officers was relayed to detectives, who then began to process the scene for evidence. In just a short period of time, Haverford Township Detectives, along with the County Investigations Division, had developed a suspect and had gathered enough evidence for an arrest warrant to be issued and approved.

On scene Haverford Township Police personnel exhibited extraordinary professionalism in the midst of a chaotic scene, which led to the quick identification and issuance of an arrest warrant for the shooting suspect. For this outstanding accomplishment as a result of team work, the listed officers are being awarded this Distinguished Unit Commendation.

Chief John Viola, Deputy Chief Hagan, Lieutenant's Michael Glenn and Craig Scott, Sergeant's Steven Zambon, James Reynolds, Shant Bedrossian, Dennis Donnelly, Officer's Steven Lane, Robert McCreight, Ryan Maguire, Joseph Fuller, Matthew Uffelman, Kevin Hanna, Anthony Marchesani, Corey Watkins and Detective's Jere Goodman, A. Matthew Hufnal, Stephen Laughlin, Michael Flynn and Mark Johnson.

The Haverford Township Police Department's

DISTINGUISHED UNIT COMMENDATION

On Wednesday, November 18, 2020 at approximately 1545 hours Haverford Police were dispatched to the apartment complex located at 401 Llanerch Avenue for the report of a male/female domestic. Officer Fuller and Officer McCreight arrived and knocked on the door of apartment 11. Upon knocking a second time and announcing the police were at the door, an unknown white male, later identified as Roy Haring opened the door. At that time Officer McCreight detected an odor of burnt marijuana. Officer McCreight then asked who else was in the apartment and Haring stated no one. Officer McCreight stated to Haring that the call was for a male/female domestic, which Haring stated the female went out back. Officer McCreight entered the apartment to ensure there was no female in the back room needing police assistance.
Upon entering the back of the apartment, he observed an unknown white male, later identified as Jarred Peake sitting on the bed. Officer McCreight observed Peake attempting to put an unknown item into a black box then put it on the floor. Officer McCreight observed a mirror on a tray with white residue and a razor blade on it and a clear bag that did contain green vegetable matter inside. Also observed was a pipe commonly used to ingest narcotics, along with a mason jar and plastic bags.
Officer Fuller placed Haring into custody and recovered from him a rolled cigarette with green vegetable matter inside. Also recovered from Haring was several clear plastic baggies with white residue and a clear baggie with clear rocklike substance, alleged crystal methamphetamine.

A search warrant was obtained for the apartment where additional drugs, needles, drug paraphernalia and cash were discovered along with a semi-automatic weapon that resembled a Baretta 92F.

Officer actions and subsequent investigation took two serious narcotic dealers off of the street. For these reasons the listed officers are being awarded this Distinguished Unit Commendation.

Lieutenant Michael Glenn, Sergeant Brian Coleman, Detective Michael Flynn, Detective Jere Goodman, Officer Robert McCreight, Officer Joseph Fuller and Officer Christopher Viola.

The Haverford Township Police Department's

DISTINGUISHED UNIT COMMENDATION

On Sunday, April 11, 2021 at 0511 hours police were dispatched to 1001 Hunters Lane for a burglary in progress. Delcom advised the female caller stated someone was in her house. Delcom advised they then got a call from another person at the same address advising that the actors had guns. Upon arrival police surrounded the house to form a perimeter. While Officers were in the rear of the house a black male poked his head up in one of the windows and stated "who's there". Police advised him that police were on the scene and the male then disappeared from the window and could be heard yelling inside. Police then heard glass breaking coming from the second floor. Yelling was then heard from the front of the residence. Two Asian females were seen at the front door of the residence. Officers escorted the females across the street behind the cover of a parked patrol vehicle. The females advised that there were two more male family members inside the residence and one black male actor. The female advised that they only saw one actor and they never saw the actor with a weapon. Officers found that the actor climbed out of a second story window onto the roof of the carport. Police aligned a ladder under the roof and the male was directed to climb down. The male was covered in blood and could not safely grip the ladder. Officers Gill and Kelly assisted the male off of the ladder to the ground where he was taken into custody. The male, identified as Shawn Cuff, stated people with guns were chasing him and he ran to this house for shelter.

Because Officers worked together as a unit displaying professionalism and good police instincts they were able to gain custody of Shawn Cuff. For these reasons the listed officers are being awarded this Distinguished Unit Commendation.

Officer Stephen Gill, Officer Kimberly Huganir, Officer Anthony Hughes, Officer Matthew Kelly, Officer Brian McDonald, Officer Thomas Murtha and Officer Anthony Patterson.

The Haverford Township Police Department's

DISTINGUISHED UNIT COMMENDATION

On Saturday, February 27, 2021 at 0038 hours Police, Fire and EMS were dispatched to 131 Joanna Road for a building fire. Responding officers arrived on location before Fire and EMS and found the rear of 131 Joanna Road fully engulfed in fire. Officers Brawley and Travaline attempted to gain entry along the side doors and when unable to successfully force entry, moved their efforts to the front door of the residence where Officer Travaline broke the glass with his baton and Sergeant DeSanctis reached in and opened the interior door. Upon Sergeant DeSanctis entering the residence, Meav Taing appeared and was removed collectively by Sergeant DeSanctis, Officer Brawley and Officer Travaline.

When Detection Laughlin later interviewed the victim, Meav Taing, she reported that she was awoken by the sounds of banging on the door. Upon seeing fire at the rear of her residence, she went to the front door but was unable to unlock it as she was panicking. It was at that point that responding officers forced entry through the front door and brought her to safety.

Throughout the incident Officers communicated effectively and acted efficiently thereby safely managing the scene.

For this reason Sergeant DeSanctis, Officer Brawley and Officer Travaline are being awarded this Distinguished Unit Commendation.

Haverford Township Police Department

2020/2021 Officer of the Year

In March of 2020 the entire world was in the beginning stages of the Covid19 pandemic countries were seeing people getting sick and dying in vast numbers. As the virus spread throughout the United States so did the fear of getting sick or dying as the death toll numbers began to rise. The country began to see industries, businesses and communities go into lock down. The entire Haverford Township Police Department continued to protect and serve the community. Officers left the safety of their homes and their families behind to go uncertain environments to serve the community. Officers continued to handle not only the regular calls for service, but civil unrest and large scale events such as the Black Lives Matter March held in June of 2020. During the pandemic officers handled over 47,000 calls for service in which anyone of the contacts with the public could lead to a possible Covid19 exposure. The year of 2020 has been described as one of the most trying years for mankind in this century.

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.

In 2020 every officer of the Haverford Township Police Department is deserving of Officer of the Year for their dedication and service to the residents of Haverford Township during these unprecedented times.

HTBF Monthly Report

Haverford Township Bureau of Fire

To: Fire Commissioner William Wechsler

From: Chief Michael E Norman

CC: Township Manager Dave Burman

Date: May 10th, 2021

Re: April 2021 Statistics

The Haverford Township Bureau of Fire Responded to 88 incidents in the Month of April 2021. The membership response total for members responding to calls was 1003 members. Weekly combined training 860 hours

Brookline Fire Company completed extensive training on their new Foam Engine. All equipment has been mounted and the Engine is now in service.

Bon Air Fire Company has recently complete several upgrades to their Rescue Truck. New LED scene lighting was installed and the SCBA Air Bank has been updated to allow filling of the new NFPA standard scba bottles

One firefighter injury Sunday April 4th transported to Bryn Mawr Hospital and returned home several days later.

In April 5 members of the Bureau of Fire completed the following training

National Pro Board Firefighter 1 5 members

National Pro Board Fire Officer 1 2 members

National Pro Board Fire Officer 2 3 members

National Pro Board Fire Officer 4 2 members

National Pro Board Rescue Technician 2 members

Emergency Vehicle Operation Certification 2 members

Pa State Fire Academy Pump Operations 2 2 members

ORDINANCE NO. P9- 2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Whereas, Haverford Township did approve the "Record Plan- Preliminary/Final Proposed Subdivision Plan- 1400/1408 Fairview Avenue", dated October 9, 2006 and last revised on October 23, 2012, for a subdivision resulting in a total of seven (7) parcels on January 8, 2007 by Board Resolution No. 1612-2007; and

Whereas, the aforesaid plans provided for the construction of certain improvements needed to construct homes on Jack's Way, specifically the roadbed, road improvements and sanitary sewer located along Jack's Way; and

Whereas, the tract of land containing the public improvements is owned by Renehan Building Group, Inc., a Pennsylvania Corporation; and

Whereas, the developer has completed the improvements as depicted on the said Plan as required and certified by the Township Engineer; and

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the Board deems it in the best interest of the Township of Haverford to accept dedication of Jack's Way as public land as follows:

SECTION 1. **Dedication of Jack's Way.** The Township of Haverford hereby accepts the Deed Dedication from Renehan Building Group, Inc. of roadbed, road improvements and sanitary sewer serving the Jack's Way subdivision located along Fairview Road and Jack's Way as more fully described in the Deed of Dedication to Haverford Township on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

SECTION 4. Effective Date. This ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this 14th day of June, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

ATTEST:
David R. Burman
Township Manager/Secretary

ORDINANCE NO. P10-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING THE GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD, CHAPTER 182, "ZONING" BY RECLASSIFYING THE ZONING DESIGNATION OF APPROXIMATELY 1.167 ACRES (+/-) OF LAND LOCATED ALONG BUCK LANE KNOWN AS 833 BUCK LANE AND DELAWARE COUNTY TAX FOLIO NUMBER 22-05-00138-000 FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL DISTRICT.

The Board of Commissioners of the Township of Haverford does hereby enact and ordain the following. **BE IT ENACTED AND ORDAINED** by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania by the authority granted to the Board in Section 601 of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as amended, that the General Laws of the Township of Haverford is hereby amended as follows:

ARTICLE 1. ZONING MAP AMENDMENT

A. Chapter 182, Section 105, ***Zoning Map; establishment of boundary lines,*** is amended by reclassifying the tract known as 833 Buck Lane and Delaware County Tax Folio Number 22-05-00138-00 which is presently classified on the Zoning Map of Haverford Township INS Institutional District to R-1A Low–Density Residential District to

A sketch showing the reclassified area is attached as Exhibit "T-9".

A copy of a legal description of the affected tract is shown on the attached Exhibit "T-10".

B. Except as specifically amended herein, Chapter 182, ***Zoning***, Section 105, ***Zoning Map; establishment of boundary lines*** remains unchanged in full force and effect.

ARTICLE 2. SEVERABILITY

Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

ARTICLE 3. REPEALER

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

ADOPTED this day of , 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

RESOLUTION NO. 2227-2021
RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HAVERFORD
WITH RESPECT TO THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, all citizen and community requests for the 47thYear CDBG Program Action Plan and the CDBG COVID (CV) Funding amendment and Citizen Participation Plan have been received and evaluated and public hearings have been held to receive citizen input and comment; and

WHEREAS, the Board of Commissioners have carefully reviewed and considered these various requests, recommendations and plans; and

WHEREAS, Exhibit "A" attached sets forth the Proposed Project Allocations for both the regular CDBG and the CDBG-CV funding.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Haverford:

1. That the attached Exhibit "A" representing the Allocations of funds for 47th Year CDBG and the CDBG-CV Amendment Action Plan are hereby approved; and that no changes are made to the Citizen Participation Plan.

2. That the proper officers are hereby authorized to take such steps as may be necessary to implement the intent of this Resolution.

RESOLVED this 14th day of June, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

CERTIFICATION

This is to certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Board of Commissioners of the Township of Haverford at its stated meeting held on June 14th, 2021.

David R. Burman
Township Manager/Secretary

RESOLUTION 2227-2021
ATTACHMENT A

CDBG ALLOCATION $832,734.00
CDBG PROJECTS

Park Improvements	$ 75,000.00
Lawrence Road Park, Paddock Park, Grasslyn Park, Normandy Park, Elwell Park	
Removal of architectural barriers- Grange Estate handicap ramp	$ 30,000.00
Parking Lot Improvements-South Ardmore Lot	$ 25,000.00
Historic Preservation-Grange Estates	$ 44,500.00
Housing Rehabilitation	$450,000.00
Homeless Prevention/Assistance	$ 17,000.00
Program Administration	$164,128.00
Fair Housing Education	$ 2,500.00

CDBG(CV) COVID ALLOCATION $212,594.00 - TO PREPAREFOR, PREVENT AND RESPOND TO COVID-19
CDBG-CV PROJECTS

Surrey Services	$110,157.00
Public Safety	$ 47,919.00
Protective Measures	$ 12,000.00
Admin	$ 42,518.00

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

June 2, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda June 2021 – Recreation Resource

Attached is an invoice for the purchase of Play equipment for Richland Park

This is on costars and the cost is $42,719.

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

Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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
BCI	Burke SY-3007 Play Structure	1	ea	31,836.00	31,836.00
BCI	Burke 2021 Welcome to Spring Sale Discount *MUST order by June 30, 2021 and ship by September 30, 2021			-12,734.00	-12,734.00
	Subtotal				19,102.00
BCI	Burke 560-2608, Freestanding ShadePlay Canopy, 12'x12', 10' High	1	ea	5,172.00	5,172.00
BCI	Burke BB-1926, Rockit Climber	1	ea	10,013.00	10,013.00
BCI	Burke BB-3034, Play House, Tunnel, and Fence	1	ea	6,495.00	6,495.00
BCI	Burke 580-0308, Stop Sign	2	ea	171.00	342.00
BCI	Burke 580-0309, Yield Sign	1	ea	171.00	171.00
BCI	Burke 580-0310, Speed Limit Sign	1	ea	171.00	171.00
Recreation ...	Courtesy Discount			-1,600.00	-1,600.00
	Subtotal				20,764.00
Ship-PA	Estimated Shipping			2,853.00	2,853.00
	Does not include unloading, assembly, installation or safety surfacing.				

To Accept Order, Sign: _____ **Date:** _____

TOTAL

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.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

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

Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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.

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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
Features	ALL Burke playground equipment comes with: - Industry-Leading "Generations Warranty™" - FREE Maintenance Kit and NPPS Safety Kit - UV-20 Protectant Molded into Fade-Free Slides and Roofs - KoreKonnect™ Direct-Bolt Connections utilizing Stainless Steel Tamper-Resistant Hardware with Factory-Applied Threadlocker			0.00	0.00
LeadTime	Standard lead time approx. 8 to 9 weeks upon receipt of order with completed order processing form and color selection. This may vary, check with us prior to ordering. Installation (if requested) will be scheduled upon receipt of playground structure.			0.00	0.00

TOTAL

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.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

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

Burke
PLAY THAT MOVES YOU.

Quote

DATE	Quote No.
4/21/2021	Q21-176

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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
ColorSection	COLOR THEME:			0.00	0.00
	_____				
	or				
	Please Write Color Choices Here (Refer to Colors Sheet):				
	POWDERCOAT COLOR for				
	Posts: _____				
	Handrails/Accessories:				
	_____				
	HDPE PLASTIC PANELS for:				
	1 Color Plastic Panels:				
	_____				
	2 Color Plastic Panels:				
	_____				
	ROTOMOLD PLASTIC for				
	Slides: _____				
	Plastic Roofs: _____				
	PLATFORMS (circle one): BLUE, BROWN, or GRAY				

To Accept Order, Sign: _____ **Date:** _____

TOTAL $42,719.00

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
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

June 7, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda June 2021 – Premier Concrete Inc

Quote is on file for installation of asphalt path 420 lf of 4' wide path at Lynnewood Field. The cost is $10,836. The path will be replacing existing path.

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 14, 2021 AT 7:00 PM

MINUTES

1. Opening of Meeting - Gerard T. Hart, President, opened the meeting.

2. Roll Call - 8 Commissioners were present a roll call: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

   Commissioner Siegel was absent.

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Brian Barrett, Parks and Recreation Director, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Officer and Chuck Faulkner, Pennoni Associates.

   a. Pledge of Allegiance

2. Citizens Forum - 20 Minutes Registered Speakers/20 Minutes Agenda Items

Michelle Alvare -134 Hastings Avenue -Renaming of the CREC Community Park

On behalf of the Parks Board, we are all in favor of renaming the park to the Andy Lewis Community Park.

3. Renaming of the Haverford Reserve Community Park

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to rename the Haverford Reserve Community Park to the "Andy Lewis Community Park".

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

4. Proclamations: Juneteenth - National Freedom Day

Commissioner Quinn received the Juneteenth - National Freedom Day Proclamation. A representative from the Juneteenth Artistic Collaboration was present.

Eagle Scouts: Francisco Nieves, Liam McMahon, Colin Biddle, Shawn Houck, Bryan Houck and Connor Cook - This is postponed to next month.

5. Bureau of Fire Update - Presented by Commissioner Wechsler (see attached)

6. Township Auditor Update - Ross Anderson, Township Auditor, reviewed the expenses and warrants and found no irregularities.

7. David R. Burman -Township Manager Update

Mr. Burman announced that the township is in the process of finalizing a pop-up Covid injection site at this building. We are working on the logistics.

The 2021 Road Program will begin Thursday in the 5th Ward, then moving on to the 6th, 8th, 7th, 2•d, 9th, l't, 4th and 3rd.

PECO and AQUA are working all over the town. They are working on state-roads. Meetings have been held for scheduling work to be performed.

8. Approval of Minutes Regular Meeting Minutes of May 10, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of May 10, 2021.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the following warrant #6-2021 totaling $4,025,988.64

General & Sewer fund Payroll for May 13, 2021 in the amount of $635,137.71
General & Sewer fund Payroll for May 27, 2021 in the amount of $959,698.16
General Fund disbursements #6-2021 in the amount of $1,325,934.31
Sewer Fund disbursements #6-2021 in the amount of $509,588.34
Community Development Block Grant Fund disbursement #6-2021
in the amount of $29,572.58
Capital Projects Fund disbursement #6-2021 in the amount of$553,667.67
Credit Card Statement ending May 27, 2021 in the amount of $12,389.87

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, McCabe, Holmes, Wechsler, Quinn and Hart.

10. Settlement and Stipulation of Counsel

Per Jim Byrne, Township Solicitor the following motions will be voted on a one time.

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 633 Dayton Rd (D.C. Folio #22-05-00279-00) pending in the Court of Common Pleas of Delaware County, No. 2021-002156; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 717 Beechwood Dr (D.C. Folio #22-06-00177-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008480; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 20 E. Park Rd (D.C. Folio #22-02-00870-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009296; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 217 Valley Ridge Rd (D.C. Folio #22-04-00696-53) pending in the Court of Common Pleas of Delaware County, No. 2020-008796; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipnlation of Connsel in the matter of an owner initiated property tax assessment appeal for property located at 401 Pilgrim Ln (D.C. Folio #22-09-02002-00) pending in the Conrt of Common Pleas of Delaware County, No. 2020-008770; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel iu the matter of au owner initiated property tax assessment appeal for property located at 229 Valley Ridge Rd (D.C. Folio #22-04-00696-59) pending in the Court of Common Pleas of Delaware County, No. 2020-008361; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 621 Ellis Rd (D.C. Folio #22-01-00381-02) pending in the Court of Common Pleas of Delaware County, No. 2020-008120; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, McCabe, Holmes, Wechsler, Quinn and Hart.

11. Ordinance No. P9-2021 Dedication Jack's Way (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

12. Ordinance No. Pl0-2021 Zoning Map Change - 833 Buck Lane (1st Reading)

Motion made by Commissioner McCabe and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. Pl0-2021 REVISING ITS ZONING

MAP BY RECLASSIFYING THE ZONING OF THE PROPERTY LOCATED AT 833 BUCK LANE, HAVERFORD, PA KNOWN AS DELAWARE COUNTY FOLIO NO. 22-05-00138-00 and DELAWARE COUNTY TAX MAP NO. 22-03-297:000, FROM INS INSTITUTIONAL DISTRICT TO R-lA LOW-DENSITY RESIDENTIAL

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

13. Resolution No. 2227-2021 Approval CDBG and CDBG COVID Allocations

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2227-2021 approving the 47th Year CDBG Program Action Plan and CDBG COVID Funding.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCioskey, McCabe, Holmes, Wechsler, Quinn and Hart.

14. AFFF Fire Foam litigation

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to approve legal services agreement to engage Baron & Budd, P.C., Dilworth Paxson LLP, and Cossich, Sumich, Parsiola & Taylor LLC as counsel to pursue damages against the manufacturers and suppliers of firefighting foam and other products.

Roll Called.

7 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Wechsler, Quinn and Hart

Commissioner Holmes recused himself. He previously worked at Dilworth Paxson.

15. Purchase

Parks and Recreation

Play equipment for Richland Park

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to authorize the purchase of Play equipment for Richland Park, under Co-stars contract, from Recreation Resource, Kennett Square, PA, in the amount of$42,719.00.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

Lynnewood Field

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to authorize the installation of 420 If of 4' wide asphalt at Lynnewood Field, from Premier Concrete, Inc, in the amount of $10,836.00; submitting the lowest responsible quote.

This path will be replacing existing path.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

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

Bob Dell - 5057 Brittany Lane

Mr. Dell announced that he was not happy that the Board adopted a Resolution to ask for the President of the United States resignation - without public input.

Commissioner Hart read the following emails which were submitted:

William Donohue -109 N. Belfield Avenue - Crossing Guard Removal - (see attached)

Janet Moore -1421 Kingsley Road - Cats Running at Large - (see attached)

Tony Morinelli - Demolition of Brookline School (see attached)

18. New business - No new business.

19. Other business

Steve D'Emilio - pt Ward Commissioner

West Gate Hills Civic Association will hold Movie Night in the park - Raiders of the Lost Ark.

Commissioner D'Emilio will advise the pt Ward residents of the roads involved in the Road Program.

Mario Oliva - 2nd Ward Commissioner

Commissioner Oliva thanked everyone for their support in renaming the CREC Community Park in memory of Andy Lewis.

Kevin McCloskey, Esquire - 3rd Ward Commissioner

Commissioner McCloskey was happy that everyone was back tonight in person.

He is glad to announce that the Parks & Recreation Department's 5K Run during May, June and July has returned. May's run was a success.

With school ending this week, he thanked everyone. This has been a challenging year for everyone.

Bernie McCabe - 5th Ward Commissioner

Commissioner McCabe echoed renaming the Community Park in memory of Andy Lewis. People cared about Andy and Andy cared about people.

Commissioner McCabe indicated that traffic is pretty bad in the 5th Ward; especially in the Coopertown/Darby Road area. He appreciates all the communication.

Larry Holmes, Esquire - 6th Ward Commissioner

Commissioner Holmes thanked the Chief for all he has done in the Police Department. However, he will not back down from his own opinions on the "thin Blue line" flag nor state his views on local and nationwide issues. He will do it proudly.

Commissioner Holmes indicated was pleased to serve with Andy Lewis. This is a brutal loss.

William F. Wechsler- 9th Ward Commissioner

Commissioner Wechsler also agrees with the renaming of the Community Park. It is truly deserving.

Commissioner Wechsler is happy to announce that the Hilltop Civic Association's July 4th activities will be back this year.

He was happy to announce that cheers tonight from outside this meeting room, at the ballfield, was good to hear.

Conor Quinn - 7th Ward Commissioner

Commissioner Quinn was honored to read the Juneteenth Proclamation.

He is happy to announce that Centrellas is open.

The Grange was awarded a historic restoration and preservation award for the lower level roof repair.

He also was in support of renaming the Community Park.

Gerry Hart, M.D. - 8™ Ward Commissioner

Commissioner Hart announced that he and Commissioner Quinn participated in the official opening of the new turf field at the CREC and the official opening of Disc Golf.

20. All Commissioners agreed to adjourn.

EXECUTIVE SESSION: 6:00 P.M. – LEGAL MATTERS

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, JULY 12, 2021 AT 7:00 PM

1. **Opening of Meeting - Gerard T. Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss legal matters.**

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

   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 Township Manager, Police Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

   b. **Pledge of Allegiance**

   A moment of silence was held for recent Penn Wynne fallen volunteer firefighter.

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

Commissioner Hart read a statement from the Shade Tree Commission. There is no net loss of trees. Trees are being planted. They are suggesting that the township keep a record of trees removed and replanted.

John Ryan – 534 Kathmere Road – Tax Assessment

This reassessment was done poorly. Properties are over assessed. Ours (the township) are not in uniformity.

Upon research, the US Flag needs to stand alone.

Responses:

The Board can talk to Parks and Recreation and Public Works regarding trees.

We don't have a solution for the County Reassessment.

END OF REGISTERED SPEAKERS

Agenda Items Only:

Sheryl Forste-Grupp – 107 Llandaff Road

Ms. Forste-Grupp was glad to read that a STOP Sign is being considered tonight at Bewley and Llandaff. We gave an influx of kids that play in the street.

3. <u>Proclamations</u>: Francisco Nieves, Liam McMahon, Colin Biddle, Shawn Houck, Bryan Houck and Connor Cook

The Board will not be doing this tonight.

4. <u>Presentation by Victor Donnay:</u> Ad Hoc Solar Project

Mr. Donnay and members of the Ad Hoc Solar Project are recommending the township building be the first on the list for a solar roof; with the next step seeking Request for Proposals.

5. <u>Commissioner Committee Updates</u>

Finance Chair, Larry Holmes indicated that the American Rescue Spending Act has provided Haverford Township $19.8 million dollars. The first installment has been received, $9.9 million with the second installment arriving in 2022. Public Comment is requested by July 30 with a finalized list of where and what to spend the first installment on at the August 2nd Work Session.

6. <u>Bureau of Fire Update</u> for the month of June was provided by Commissioner Wechsler.

Haverford Township has a Mutual Aid Agreement with other surrounding townships and will respond to fire calls in lieu of when other engine houses not available.

7. <u>Township Auditor Update</u>

Mr. Anderson stated that he reviewed the expenditures and warrants and found no irregularities.

8. <u>David R. Burman – Township Manager's Update</u>

Mr. Burman announced that the Road Program is progressing nicely; not without some issues. We have been working diligently with PECO and AQUA to coordinate our streets and the roads they are working on.

Recreations Summer Program is in full swing this year thanks to Brian Barrett and his staff.

The PA Game Commission is investigating a large number of sick or dying song birds. Until the Game Commission's report is released, please do the following: empty bird feeders/bird baths with 10% bleach solution. Avoid handling the injured birds (use gloves if need be), keep your pets away and if dead use a sealed bag.

9. Approval of Minutes Regular Meeting Minutes of June 14, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of June 14, 2021.

Roll Called.

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

10. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner McCloskey to approve the following warrant #7-2021 totaling $5,229,133.83

General & Sewer fund Payroll for June 10, 2021 in the amount of $671,571.27
General & Sewer fund Payroll for June 24, 2021 in the amount of $683,151.49
General & Sewer fund Payroll for June 25 & 30, 2021 in the amount of $22,373.40
General & Sewer fund Payroll for July 8, 2021 in the amount of $651,502.49
General Fund disbursements #7-2021 in the amount of $2,885,338.32
Sewer Fund disbursements #7-2021 in the amount of $99,653.32
Community Development Block Grant Fund disbursement #7-2021 in the amount of $50,804.63
Capital Projects Fund disbursement #7-2021 in the amount of $150,268.48
Credit Card Statement ending June 27, 2021 in the amount of $14,470.43

Roll Called.

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

11. Finance Department

Presentation by: Jamie Schlesinger of PFM and Bill Richter of Reed Smith
Ordinance No. P12-2021 Refunding 2016 General Obligation Bond Series (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION, TRANSFER AND

EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT FOR THE REFUNDED BONDS; PROVIDING FOR CERTAIN COVENANTS AND DESIGNATIONS REGARDING FEDERAL INCOME TAX MATTERS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Roll Called.

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

<u>Local Service Tax Regulations</u>

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve updating Haverford Township's Local Service Tax Regulations.

Roll Called.

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

Settlement and Stipulation of Counsel

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

1) **Property located at 1010 West Chester Pike, Unit 101 (D.C. Folio #22-09-02716-01) pending in the Court of Common Pleas Case #CV-2020-008695**
2) **Property located at 1010 West Chester Pike, Unit 201 (D.C. Folio #22-09-02716-02) pending in the Court of Common Pleas Case #CV-2020-008694**
3) **Property located at 1010 West Chester Pike, Unit 202 (D.C. Folio #22-09-02716-03) pending in the Court of Common Pleas Case #CV-2020-008693**
4) **Property located at 1010 West Chester Pike, Unit 301 (D.C. Folio #22-09-02716-04) pending in the Court of Common Pleas Case #CV-2020-008692**
5) **Property located at 1010 West Chester Pike, Unit 302 (D.C. Folio #22-09-02716-05) pending in the Court of Common Pleas Case #CV-2020-008691**
6) **Property located at 1010 West Chester Pike, Unit 303 (D.C. Folio #22-09-02716-06) pending in the Court of Common Pleas Case #CV-2020-008690**
7) **Property located at 629 Eagle Rd (D.C. Folio #22-01-00366-00) pending in the Court of Common Pleas Case #CV-2020-009729**
8) **Property located at 2000 Old West Chester Pike (D.C. Folio #22-09-02757-00) pending in the Court of Common Pleas Case #CV-2020-009807**

Roll Called.

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

12. Ordinance No. P10-2021 Zoning Map Change – 833 Buck Lane (2nd Reading)

Motion made by Commissioner McCabe and seconded by Commissioner Siegel to adopt the second reading of Ordinance No. P10-2021 REVISING ITS ZONING

MAP BY RECLASSIFYING THE ZONING OF THE PROPERTY LOCATED AT 833 BUCK LANE, HAVERFORD, PA KNOWN AS DELAWARE COUNTY FOLIO NO. 22-05-00138-00 and DELAWARE COUNTY TAX MAP NO. 22-03-297:000, FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL.

Roll Called.

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

13. Ordinance No. P11-2021 Traffic (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P11-2021 authorizing the following traffic restrictions on the following highways:

Special Purpose Parking:

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

STOP Intersection:

On Bewley Road, south, at intersection of Llandaff Road

Roll Called.

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

14. Ordinance No. P13-2021 Traffic (1st Reading)

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopted the first reading of Ordinance No. P13-2021 amending Chapter 175, § 175-67 – Towing, hooking fees and storage charges.

Roll Called.

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

15. Resolution No. 2226-2021 Announcement of Public Hearing – Historic Homes Survey Additional Properties

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2226-2021 announcing a Public Hearing to be held on Monday, August 2, 2021 at 6:00 PM, in the Commissioners Meeting Room, 1014 Darby Road, Havertown, PA.

Roll Called.

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

16. Contract Award

Llanerch Park

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler, upon the recommendation of Township Engineer, reject all BIDS for ADA Pedestrian Access at Llanerch Park and re-bid the project at a later time when additional funding can be identified.

Roll Called.

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

Nitre Hall

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to award contract for Nitre Hall staircase renovation to Jeffrey H. Wolfe, Havertown, PA in the amount of $12,400, submitting the lowest responsible quote. Quotes on file.

Roll Called.

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

Skatium

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to award contract for replacement and installation of the desiccant wheel component within the Skatium dehumidifier to Elliott-Lewis, Philadelphia, PA in the amount of $31,800.00

Roll Called.

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

17. Appointment to Shade Tree Commission

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to appoint Pano Kalogeropoulos to fill an unexpired three (3) year term to expire December 31, 2023.

Roll Called.

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

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

Bob Dell – 5057 Brittany Lane

Mr. Dell complained about an incident that occurred two years ago.

Mr. Dell also provided his thoughts and opinions on The American Flag and the Thin Blue Line Flag.

Major H. Ross Peterson – Army, Retired – 29 Derwyn Drive

Major Peterson questions why Solar was not installed in this building years ago.
He also thinks that the township should consider projects with a 10 year return on investment and not 40 years.

With regards to the Llanerch Park ADA Curb contract on the agenda tonight, he notices that during the winter, ADA curbs are where the snow plow drivers put the snow.

Ross Anderson – 220 Heatherwood Road

Mr. Anderson stated that we have a wonderful Police Department and the flag matter is inviting more controversy. There are better things for the police to do.

Nick Finelli – 811 Naylors Run

Mr. Finelli suggested to the board, that during the Solar process, make sure they ask about maintenance and insurance.

Bill Romaine – 1250 Steel Road

Mr. Romaine stated that his neighbors were targeted because they hung a pride flag.

19. New business

Commissioner Siegel asked the following to be added to the agenda:

To authorize the township Solicitor to appear before the Zoning Hearing Board, on behalf of the Township, to support the library's variance application. Commissioner Holmes seconded the addition.

All the Commissioners said Aye for the addition.

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to authorize the Township Solicitor to appear before the Zoning Hearing Board to support the library's variance application.

Roll called.

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

Commissioner D'Emilio voted No.

20. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio stated that no matter what ethnic background, he will always support the thin blue line flag and to fight to keep it up.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva agreed with Commissioner D'Emilio's statement. The thin blue line represents the officers that passed away and not racism.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey announced that the HPED experienced a tragic loss. Maria Hinchey passed away and left behind two daughters ages 5 and 3.

Tonight there were 4 difference discussions concerning various flags. We need to have constructive conversations and they all need to be positive.

In regards to Solar, the Commissioners will consider all areas.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel stated to everyone that all of the buildings in the township are the board's responsibility and all have been discussed with environmental policies in mind. Exploring solar is one of our duties.

Commissioner Siegel spoke on the various flags. He, too, was harassed for being Jewish.

This township has a way to go. We want it to be an inclusive community. We need to move forward.

Bernie McCabe – 5th Ward Commissioner

Commissioner McCabe thanked Commissioner Siegel. His comments were very powerful. Commissioner McCabe is the son of a cop and brother of an officer. The police will always have his support.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes indicated that there are many college and high school students that have graduated and need to be recognized by the board.

He reminded everyone that this township does have a Human Relations Commission and anyone that has been harassed needs to contact them.

In regards to projects in the township, this board is thinking of the future.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler thanked all the volunteers that organized the 4th of July festivities. This day made everyone feel good.

This board will continue to make responsible fiscal decisions.

<u>Conor Quinn – 7th Ward Commissioner</u>

Commissioner Quinn respects everyone's views. He will always defend the police and the flag.

<u>Gerry Hart, MD – 8th Ward Commissioner</u>

Commissioner Hart stated that it is great to have a live audience in the room. There will always be different feelings on various flags.

In regards to the reassessment, this board is only responsible for the township.

21. All Commissioners agreed to adjourn and went into Executive Session.

EXECUTIVE SESSION: 6:00 P.M. – LEGAL MATTERS

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JULY 12, 2021 AT 7:00 PM

1. **Opening of Meeting**

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

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

3. **Proclamations: Francisco Nieves, Liam McMahon, Colin Biddle, Shawn Houck, Bryan Houck and Connor Cook**

4. **Presentations: Ad Hoc Solar Project**

5. **Commissioner Committee Updates**

6. **Bureau of Fire Update**

7. **Township Auditor Update**

8. **David R. Burman – Township Manager's Update**

9. **Approval of Minutes** **Regular Meeting Minutes of June 14, 2021**

Motion: to approve the Regular Meeting Minutes of June 14, 2021.

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

10. **Approval of Warrants**

Motion: to approve the following warrant #7-2021 totaling $5,229,133.83

General & Sewer fund Payroll for June 10, 2021 in the amount of $671,571.27
General & Sewer fund Payroll for June 24, 2021 in the amount of $683,151.49
General & Sewer fund Payroll for June 25 & 30, 2021 in the amount of $22,373.40
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Capital Projects Fund disbursement #7-2021 in the amount of $150,268.48
Credit Card Statement ending June 27, 2021 in the amount of $14,470.43

Voting order	**1**	**2**	**3**	**4**	**5**	**6**	**9**	**7**	**8**

11. Finance Department

Presentation by: Jamie Schlesinger of PFM and Bill Richter of Reed Smith
Ordinance No. P12-2021 **Refunding 2016 General Obligation Bond Series (1st Reading)**

Motion: AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT FOR THE REFUNDED BONDS; PROVIDING FOR CERTAIN COVENANTS AND DESIGNATIONS REGARDING FEDERAL INCOME TAX MATTERS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Voting order 1 2 3 4 5 6 9 7 8

Local Service Tax Regulations

Motion: to approve updating Haverford Township's Local Service Tax Regulations.

Voting order 1 2 3 4 5 6 9 7 8

Settlement and Stipulation of Counsel

Motion: to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

1) **Property located at 1010 West Chester Pike, Unit 101 (D.C. Folio #22-09-02716-01) pending in the Court of Common Pleas Case #CV-2020-008695**
2) **Property located at 1010 West Chester Pike, Unit 201 (D.C. Folio #22-09-02716-02) pending in the Court of Common Pleas Case #CV-2020-008694**
3) **Property located at 1010 West Chester Pike, Unit 202 (D.C. Folio #22-09-02716-03) pending in the Court of Common Pleas Case #CV-2020-008693**
4) **Property located at 1010 West Chester Pike, Unit 301 (D.C. Folio #22-09-02716-04) pending in the Court of Common Pleas Case #CV-2020-008692**
5) **Property located at 1010 West Chester Pike, Unit 302 (D.C. Folio #22-09-02716-05) pending in the Court of Common Pleas Case #CV-2020-008691**
6) **Property located at 1010 West Chester Pike, Unit 303 (D.C. Folio #22-09-02716-06) pending in the Court of Common Pleas Case #CV-2020-008690**
7) **Property located at 629 Eagle Rd (D.C. Folio #22-01-00366-00) pending in the Court of Common Pleas Case #CV-2020-009729**
8) **Property located at 2000 Old West Chester Pike (D.C. Folio #22-09-02757-00) pending in the Court of Common Pleas Case #CV-2020-009807**

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P10-2021 Zoning Map Change – 833 Buck Lane (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P10-2021 REVISING ITS ZONING MAP BY RECLASSIFYING THE ZONING OF THE PROPERTY LOCATED AT 833 BUCK LANE, HAVERFORD, PA KNOWN AS DELAWARE COUNTY FOLIO NO. 22-05-00138-00 and DELAWARE COUNTY TAX MAP NO. 22-03-297:000, FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL.

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P11-2021 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P11-2021 authorizing the following traffic restrictions on the following highways:

Special Purpose Parking:

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

STOP Intersection:

On Bewley Road, south, at intersection of Llandaff Road

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P13-2021 Traffic (1st Reading)

Motion: to adopted the first reading of Ordinance No. P13-2021 amending Chapter 175, § 175-67 – Towing, hooking fees and storage charges.

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2226-2021 Announcement of Public Hearing – Historic Homes Survey Additional Properties

Motion: to adopt Resolution No. 2226-2021 announcing a Public Hearing to be held on Monday, August 2, 2021 at 6:00 PM, in the Commissioners Meeting Room, 1014 Darby Road, Havertown, PA.

Voting order 1 2 3 4 5 6 9 7 8

16. Contract Award

Llanerch Park

Motion: Upon the recommendation of Township Engineer, reject all BIDS for ADA Pedestrian Access at Llanerch Park and re-bid the project at a later time when additional funding can be identified.

Voting order 1 2 3 4 5 6 9 7 8

Nitre Hall

Motion: to award contract for Nitre Hall staircase renovation to Jeffrey H. Wolfe, Havertown, PA in the amount of $12,400, submitting the lowest responsible quote. Quotes on file.

Voting order 1 2 3 4 5 6 9 7 8

Skatium

Motion: to award contract for replacement and installation of the desiccant wheel component within the Skatium dehumidifier to Elliott-Lewis, Philadelphia, PA in the amount of $31,800.00

Voting order 1 2 3 4 5 6 9 7 8

17. Appointment to Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three (3) year term to expire December 31, 2023.

Voting order 1 2 3 4 5 6 9 7 8

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

19. New business

20. Other business

21. Adjourn

PROCLAMATION

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, takes great pleasure in acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

FRANCISCO A. NIEVES

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Francisco's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install a prayer garden at the St. Raphaela Center, and

WHEREAS, Francisco's project was of particular importance. Francisco has been a neighbor to the St. Raphaela Center for his entire time in Scouting and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **FRANCISCO A. NIEVES** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

LIAM P. McMAHON

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Liam's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install large garden boxes that established a gardening area now used by both the Sisters and retreatants at the St. Raphaela Center, and

WHEREAS, Liam's project was of particular importance. Liam has been a neighbor to the St. Raphaela Center for his entire time in Scouting and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **LIAM P. McMAHON** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

COLIN J. BIDDLE

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Colin's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install a long stone pathway that established a permanent all-weather path between the two main buildings at the St. Raphaela Center, and

WHEREAS, Colin's project was of particular importance. Colin has been a neighbor to the St. Raphaela Center for his entire life and did his Eagle project at a very special retreat facility that has been part of his Catholic Church community for decades.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **COLIN J. BIDDLE** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

SHAWN A. HOUCK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Shawn's Eagle Scout project was to organize and gather volunteers from his troop and community to build and install birdhouses and plant bird attracting trees within the bird sanctuary at the Haverford Reserve Community Recreation and Environmental Center (CREC); and

WHEREAS, Shawn's project was of particular importance. Shawn has been a member of Scout's for twelve years and did his Eagle project at our beautiful local park where he has hiked and enjoyed nature as part of Scouting.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **SHAWN A. HOUCK** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

BRYAN J. HOUCK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Bryan's Eagle Scout project was to organize and gather volunteers from his troop and community to perform trail restoration and install water diverters along a trail at the Haverford Reserve; and

WHEREAS, Bryan's project was of particular importance. Bryan has been a member of Scout's for twelve years and did his Eagle project at our beautiful local park where he has hiked and enjoyed nature as part of Scouting.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **BRYAN J. HOUCK** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: 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 acknowledging notable achievements of young adults in the community; and

WHEREAS, the Board of Commissioners wish to applaud

CONNOR D. COOK

of the Boy Scouts of America, Troop 19, for attaining the rank of Eagle Scout; and completing his Eagle Scout project.

WHEREAS, Connor's Eagle Scout project was to organize and gather volunteers from his troop and community to paint and do carpentry repairs at the St. Pius X Catholic Church convent; and

WHEREAS, Connor's project was of particular importance. Connor is a long-time parishioner of St. Pius X and attended grade school there. Connor felt strongly about doing his Eagle project at the Church that was critical in his religious formation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that said Board of Commissioners hereby congratulates **CONNOR D. COOK** for your many contributions to your community - with your long hours and dedicated work. Our blessings go with you as you face new opportunities and challenges.

PROCLAIMED this 20th day of May, 2021

Township of Haverford Board of Commissioners

Gerard T. Hart
President

Attested by: David R. Burman, Township Manager

HAVERFORD TOWNSHIP

PROPOSED AMERICAN RESCUE PLAN ACT SPENDING STRUCTURE

American Rescue Spending Act of 2021

- In March 2021, President Biden and the US Congress approved the American Rescue Spending Act of 2021 which provided resources for fiscal recovery due to the COVID-19 pandemic.
- Included in the Act was funding for state and local governments
- Haverford Township's direct allocation was calculated by the Treasury Department at $19.8m payable in two payments - $9.9m received in May 2021 and the remaining $9.9m due in May 2022.

Permissible Uses – Spending Programs that……

- support Public Health Emergency brought on by COVID-19
- address Negative Economic Impacts brought on COVID-19
- provide Services to Communities Disproportionately Impacted by COVID-19
- provide Premium Pay for Essential Workers
- address Water, Sewer and Broadband Infrastructure needs
- replace Public Sector Revenue Loss

Proposed Spending Structure - First Installment

PUBLIC HEALTH EMERGENCY	NEGATIVE ECONOMIC IMPACTS	SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES	PREMIUM PAY FOR ESSENTIAL WORKERS	WATER, SEWER AND BROADBAND INFRASTRUCTURE	PUBLIC SECTOR REVENUE LOSS	ADMINISTRATIVE
$ 265,145	$ 3,250,000	$ 600,000	$ 305,000	$ 3,250,000	$ 2,000,000	$ 250,000
3%	33%	6%	3%	33%	20%	3%

TOTAL	$9,920,145

Public Input Opportunity

- Public comment/questions including suggestions for spending programs must be received by July 30 at 4pm, in writing via US Mail to 1014 Darby Rd or via email to finance@havtwp.org.
- All comments/questions/responses will be summarized at the August 2 work session.
- Please keep all comments/questions within the allowable spending programs described.

Other Information

- At this time, the goal is to identify a spending structure from which specific programs will be designed.
- All funds must be spent or "incurred" by December 31 2024 and actually spent by December 31 2026.
- ALL purchasing under ARPA are subject to same purchasing requirements as any municipal purchase such as public bidding, advertising, public awarding of contracts, etc.
- We will go through a similar process in 2022 when the 2nd installment of $9,920,145 is expected.
- The Township will continually monitor and re-evaluate this plan to address changing needs and ensure funds are utilized as efficiently and cost-effectively as possible.

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 14, 2021 AT 7:00 PM

MINUTES

1. **Opening of Meeting – Gerard T. Hart, President, opened the meeting.**

2. **Roll Call – 8 Commissioners were present a roll call: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.**

   Commissioner Siegel was absent.

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Brian Barrett, Parks and Recreation Director, Dan Mariani, Public Works Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Officer and Chuck Faulkner, Pennoni Associates.

   a. **Pledge of Allegiance**

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

Michelle Alvare – 134 Hastings Avenue – Renaming of the CREC Community Park

On behalf of the Parks Board, we are all in favor of renaming the park to the Andy Lewis Community Park.

3. **Renaming of the Haverford Reserve Community Park**

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to rename the Haverford Reserve Community Park to the "Andy Lewis Community Park".

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

4. Proclamations: Juneteenth – National Freedom Day

Commissioner Quinn received the Juneteenth – National Freedom Day Proclamation. A representative from the Juneteenth Artistic Collaboration was present.

Eagle Scouts: Francisco Nieves, Liam McMahon, Colin Biddle, Shawn Houck, Bryan Houck and Connor Cook – This is postponed to next month.

5. Bureau of Fire Update – Presented by Commissioner Wechsler (see attached)

6. Township Auditor Update – Ross Anderson, Township Auditor, reviewed the expenses and warrants and found no irregularities.

7. David R. Burman – Township Manager Update

Mr. Burman announced that the township is in the process of finalizing a pop-up Covid injection site at this building. We are working on the logistics.

The 2021 Road Program will begin Thursday in the 5th Ward, then moving on to the 6th, 8th, 7th, 2nd, 9th, 1st, 4th and 3rd.

PECO and AQUA are working all over the town. They are working on state-roads. Meetings have been held for scheduling work to be performed.

8. Approval of Minutes Regular Meeting Minutes of May 10, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of May 10, 2021.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the following warrant #6-2021 totaling $4,025,988.64

General & Sewer fund Payroll for May 13, 2021 in the amount of $635,137.71
General & Sewer fund Payroll for May 27, 2021 in the amount of $959,698.16
General Fund disbursements #6-2021 in the amount of $1,325,934.31
Sewer Fund disbursements #6-2021 in the amount of $509,588.34
Community Development Block Grant Fund disbursement #6-2021
in the amount of $29,572.58
Capital Projects Fund disbursement #6-2021 in the amount of $553,667.67
Credit Card Statement ending May 27, 2021 in the amount of $12,389.87

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

10. Settlement and Stipulation of Counsel

Per Jim Byrne, Township Solicitor the following motions will be voted on a one time.

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 633 Dayton Rd (D.C. Folio #22-05-00279-00) pending in the Court of Common Pleas of Delaware County, No. 2021-002156; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 717 Beechwood Dr (D.C. Folio #22-06-00177-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008480; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 20 E. Park Rd (D.C. Folio #22-02-00870-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009296; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 217 Valley Ridge Rd (D.C. Folio #22-04-00696-53) pending in the Court of Common Pleas of Delaware County, No. 2020-008796; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 401 Pilgrim Ln (D.C. Folio #22-09-02002-00) pending in the Court of Common Pleas of Delaware County, No. 2020-008770; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 229 Valley Ridge Rd (D.C. Folio #22-04-00696-59) pending in the Court of Common Pleas of Delaware County, No. 2020-008361; and authorize Counsel and proper officers of the Board to execute necessary documents; and

to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 621 Ellis Rd (D.C. Folio #22-01-00381-02) pending in the Court of Common Pleas of Delaware County, No. 2020-008120; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

11. Ordinance No. P9-2021 **Dedication Jack's Way (2nd Reading)**

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P9-2021 ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS JACK'S WAY, HAVERTOWN, PA AS PUBLIC LAND.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

12. Ordinance No. P10-2021 **Zoning Map Change – 833 Buck Lane (1st Reading)**

Motion made by Commissioner McCabe and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P10-2021 REVISING ITS ZONING

MAP BY RECLASSIFYING THE ZONING OF THE PROPERTY LOCATED AT 833 BUCK LANE, HAVERFORD, PA KNOWN AS DELAWARE COUNTY FOLIO NO. 22-05-00138-00 and DELAWARE COUNTY TAX MAP NO. 22-03-297:000, FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

13. Resolution No. 2227-2021 **Approval CDBG and CDBG COVID Allocations**

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Resolution No. 2227–2021 approving the 47th Year CDBG Program Action Plan and CDBG COVID Funding.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

14. AFFF Fire Foam litigation

Motion made by Commissioner D'Emilio and seconded by Commissioner Wechsler to approve legal services agreement to engage Baron & Budd, P.C., Dilworth Paxson LLP, and Cossich, Sumich, Parsiola & Taylor LLC as counsel to pursue damages against the manufacturers and suppliers of firefighting foam and other products.

Roll Called.

7 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Wechsler, Quinn and Hart.

Commissioner Holmes recused himself. He previously worked at Dilworth Paxson.

15. Purchase

Parks and Recreation

Play equipment for Richland Park

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to authorize the purchase of Play equipment for Richland Park, under Co-stars contract, from Recreation Resource, Kennett Square, PA, in the amount of $42,719.00.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

Lynnewood Field

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to authorize the installation of 420 lf of 4' wide asphalt at Lynnewood Field, from Premier Concrete, Inc, in the amount of $10,836.00; submitting the lowest responsible quote.

This path will be replacing existing path.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

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

Bob Dell - 5057 Brittany Lane

Mr. Dell announced that he was not happy that the Board adopted a Resolution to ask for the President of the United States resignation - without public input.

Commissioner Hart read the following emails which were submitted:

William Donohue – 109 N. Belfield Avenue – Crossing Guard Removal – (see attached)

Janet Moore – 1421 Kingsley Road – Cats Running at Large – (see attached)

Tony Morinelli – Demolition of Brookline School (see attached)

18. New business – No new business.

19. Other business

Steve D'Emilio – 1st Ward Commissioner

West Gate Hills Civic Association will hold Movie Night in the park – Raiders of the Lost Ark.

Commissioner D'Emilio will advise the 1st Ward residents of the roads involved in the Road Program.

Mario Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked everyone for their support in renaming the CREC Community Park in memory of Andy Lewis.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey was happy that everyone was back tonight in person.

He is glad to announce that the Parks & Recreation Department's 5K Run during May, June and July has returned. May's run was a success.

With school ending this week, he thanked everyone. This has been a challenging year for everyone.

Bernie McCabe – 5th Ward Commissioner

Commissioner McCabe echoed renaming the Community Park in memory of Andy Lewis. People cared about Andy and Andy cared about people.

Commissioner McCabe indicated that traffic is pretty bad in the 5th Ward; especially in the Coopertown/Darby Road area. He appreciates all the communication.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes thanked the Chief for all he has done in the Police Department. However, he will not back down from his own opinions on the "thin Blue line" flag nor state his views on local and nationwide issues. He will do it proudly.

Commissioner Holmes indicated was pleased to serve with Andy Lewis. This is a brutal loss.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also agrees with the renaming of the Community Park. It is truly deserving.

Commissioner Wechsler is happy to announce that the Hilltop Civic Association's July 4th activities will be back this year.

He was happy to announce that cheers tonight from outside this meeting room, at the ballfield, was good to hear.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn was honored to read the Juneteenth Proclamation.

He is happy to announce that Centrellas is open.

The Grange was awarded a historic restoration and preservation award for the lower level roof repair.

He also was in support of renaming the Community Park.

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

Commissioner Hart announced that he and Commissioner Quinn participated in the official opening of the new turf field at the CREC and the official opening of Disc Golf.

20. All Commissioners agreed to adjourn.

Attachment

Dave Burman

From: William Donohue <williamdonohue@hotmail.com>
Sent: Monday, June 14, 2021 4:05 PM
To: Info
Subject: Public Comment

Dear Havertown Commissioners,

I was very sorry to hear that Mr. Mike, the beloved crossing guard at Steel Road and Furlong Ave, was fired from his position. Mr. Mike exudes the community spirit that makes Haverford Township such a nice place to live. He is always ready with a smile and a mickey mouse glove thumb's up. I do not know the particulars of his removal, but, if reinstatement is not a possibility, Mr. Mike deserves a better send off than what has been afforded to him. Thank you Mr. Mike for making our mornings and afternoons that much brighter and for keeping us all safe.

William Donohue
109 N. Belfield Ave
Havertown PA 19083

~~Resident~~
Firefighter

Attachment

Dave Burman

From: Janet <janetmoore59@gmail.com>
Sent: Monday, June 14, 2021 3:50 PM
To: Info
Subject: Public Comment. Revisions to Ord. 49-13

Gentlemen:
I presented my concerns regarding domestic cats running at large to the board via letter read at the September 14, 2020 board meeting. Ordinance Chair Siegel indicated in December 2020 that he had "reviewed our ordinance and provided the Board President and Township Manager with potential changes".
During the May 4, 2021 work session, the Health Advisory Board made their recommendations, suggestions for clearer language to the Commissioners.
I hope, along with other residents, to see amendments to the current ordinance in the near future. If and when that occurs, may I suggest publication via the township website, newsletter, and social media outlets, in addition to notices sent to veterinary practices located within the township so that cat owners are not caught unawares.

Thank you.
Janet Steiner
1421 Kingsley Rd

---------- Forwarded message ---------
From: **Haverford Twp. 4th Ward Commissioner Dan Siegel** <dansiegel@4haverford.com>
Date: Mon, Dec 14, 2020, 8:47 AM
Subject: Support Responsible Pet Ownership
To: Madden, Kevin <MaddenK@co.delaware.pa.us>, Janet <janetmoore59@gmail.com>

As Chair of the Ordinance Committee, I However, our agenda this month is very crowded, and it was not included this month. We generally discuss new ordinances at a Work Session to determine if there is interest, changes, etc. Next month, we elect new leadership of the Board and do not have a work session. Our next Work Session is in February, and it will be up to whomever is the new President, or if the current one is re-elected, to place it on the agenda.

Attachment

Re: BOARD OF COMMISSIONERS MEETING TONIGHT/ AUTO AND BICYCLE THEFTS

ANTHONY MORINELLI <tmorinelli@verizon.net>

Mon 6/14/2021 5:29 PM

To:Gerard Hart <ghart@HAVTWP.ORG>;

Tony Morinelli

Harford Hall

Mill Road

Gentlemen,

This board of Commissioners has much to consider by its decision to demolish our heritage in the Brookline School.

You will put 12 million dollars into a building that is little more than a tomb with little but the minimal access.

Yet, you will demolish a building constructed from the very bones of this township, literal and figurative.

As I child the Brookline library was my second home. The elegant wood paneled building with its children's alcove introduced me to hours of exploration. Then there was the high gallery room which I was allowed to use only when I was about twelve. The space was high and brightly lit. The oak paneled shelves inspired a lifetime of literary and historic inquiry that culminated in most successful academic career.

In the 70's that elegant building was despoiled in the name of modernism. The oak was stripped away; the great staircase demolished; the gallery desecrated. The result of that desecration, to this day, is so shameful that the library website does not feature the its true appearance, but substitutes a feeble architectural supposition. The current library interior is little more than a dark tomb with no elegance or atmosphere reflective of reading or thoughtful investigation.

I would suggest that none of you know that original library. I would ask how many of you sitting here in judgment of our history recall those oak paneled walls or the scent of books or have experienced their influence. And I would question how many of you frequent the current site on a regular basis. Our architecture reflects our sociological place in human history. The architecture of the current structure illustrates a society for whom reading, and books, is a dark, dismal, dropped ceiling of fluorescent lighting.

Those on this current board of commissioners reflect the recent influx of those fleeing the decline of their former townships. Yet, what is not realized is that the values and mindsets that brought about the demise of those former neighborhoods is now being carried forward to Haverford Township. For this board there is no generational continuity. There is neither knowledge of nor interest in our history.

I have grown up in my grandmother's house. Like my neighbors in those days

My family has been here for near one hundred years. How long have any members of this board lived here?

I will mention my grandmother's house, the house where I grew up, as an example. The house was once such a perfect example of the American Colonial Home that it was featured in television commercials. Today, the house has been stripped

of all it delicate and historic refinements. The house has been "modernized" with solar panels in its front roof. It has not been painted or cared for in years. The state of my grandmother's house is not unlike what has been done to the library and what this body will continue to do with your 25 million dollars of pointless "modernization." The demolition of the Brookline School is likewise akin to the desecration of a once beautiful structure.

All environmental, historic and government encouragement for the re-purposing of buildings have been ignored.

All requests for Surrey, Child Care and other community groups have been ignored.

You will tear down the stones that were quarried from our own ground. The stones that built Brookline. You will demolish the stones of a building of historic design.

You will demolish a building that stood as the educational foundation of this community.

Tony Morinelli

Sent from Yahoo Mail on Android

On Mon, Jun 14, 2021 at 11:27 AM, Gerard Hart <ghart@HAVTWP.ORG> wrote:

> The Board of Commissioners June 2021 Regular Monthly Meeting will be held tonight at 7 PM in the Township Building at 1014 Darby Road. The agenda is attached. It will be the first meeting open to the public for in-person viewing since March 2020. Progress at last!
>
> The meeting can also be viewed live on the Township's Government Access channels (Verizon channel 38, Comcast channel 5). The meeting is also taped and can be viewed on the Township's YouTube channel.
>
> There has been an uptick in thefts from unlocked cars and of bicycles in the 8th Ward in the past month. These thefts have typically occurred very late at night. While the police have made arrests in the past and continue to patrol our streets throughout the night, please consider locking your cars and bicycles. Locked cars have NOT been broken into.

Attachment

HTBF Monthly Report

Haverford Township Bureau of Fire

To: Fire Commissioner William Wechsler

From: Chief Michael E Norman

CC: Township Manager Dave Burman

Date: June 14th, 2021

Re: May 2021 Statistics

The Haverford Township Bureau of Fire Responded to 85 incidents in the Month of May 2021. The membership response total for members responding to calls was 967 members. Weekly combined training 828 hours

Two significant incidents for the month

May 4th 300 block of West Chester Pike in Llanerch commercial building fire a vehicle fire inside the started to spread to the structure but was held. No Injuries

May 11th 1600 block of Ashton Rd in Manoa basement fire. Crews were able to contain fire to basement with significant smoke and water damage to the house. No injuries to firefighters or residents.

4 Members of the Bureau of Fire were awarded Hometown Hero scholarships last week by the Mainline Chamber of Commerce. Every year the organization supports the volunteer fire service in our community.

All 5 companies participated in the annual Haverford Township Memorial Day service.

14 members of the Bureau of Fire completed a ropes and rigging class held in town

The Manoa Fire Company was awarded the Higgins and Langley Memorial Special Commendation Award for their team development and program. This award is an International Award that's presented in South Bend Indiana at the annual International Association of Water Rescue Professionals Symposium.

Bon Air Fire Company participated in the Annual Fallen Firefighter and EMS Memorial Committee Softball Tournament.

HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: JULY 12, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: ORDINANCE P12-2021

Later this year, the Township will be in a position to refund (or "refinance") its 2016 General Obligation bonds. Ordinance P12-2021 is a parameters ordinance which will give the Board's formal authorization to sell bonds at maximum levels of issuance and interest costs. Due to market conditions and the need for precise timing of bonds sales, this parameters ordinance will give flexibility to our financial team to sell the bonds at a day and time deemed to be in the best financial interests of the Township. While we anticipate a sale in mid-late August (after the 2nd reading of this Ordinance) and closing in mid-September, the exact timing will largely depend on market conditions.

Ordinance P12-2021 shows maximum issuance of $10,650,000; however, this is simply to allow for the bonds to be offered at a discount. The amount of 2016 principal being refunded is $8,975,000 so the formal and final bond issue will be under $10,000,000 and deemed "bank qualified" thus giving us lower interest costs. There is no "new money" component to this borrowing and is simply a refinancing of existing debt to take advantage of lower borrowing rates. The savings on this refunding is currently estimated at approximately $700,000 in interest costs over the life of the bonds and within the savings threshold contained in our debt policy.

If there are any questions or clarifications needed, both our financial advisor, Jamie Schlesinger of PFM and bond counsel, Bill Richter of Reed Smith are expected to be on hand at the July 12, 2021 meeting.

Township of Haverford

Financing Discussion

July 12, 2021

Prepared by:

Jamie Schlesinger

Director

&

Melissa Hughes

Senior Managing Consultant

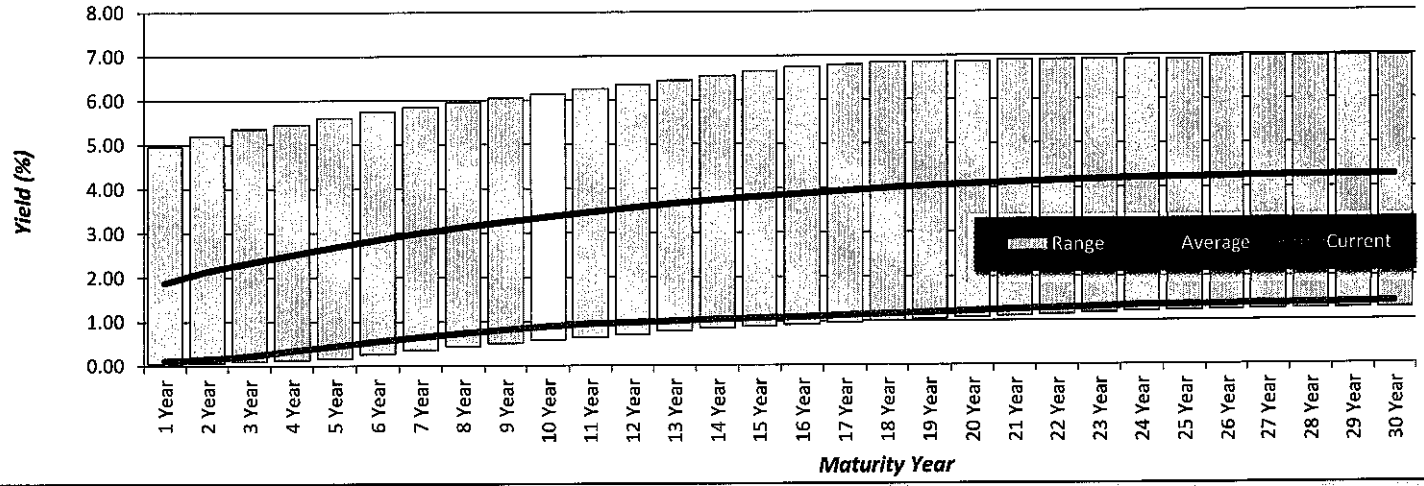
pfm

PFM Financial Advisors LLC
2533 Yellow Springs Road
Malvern, PA 19355
610.647.5487 (P)
610.647.2467 (F)
www.pfm.com

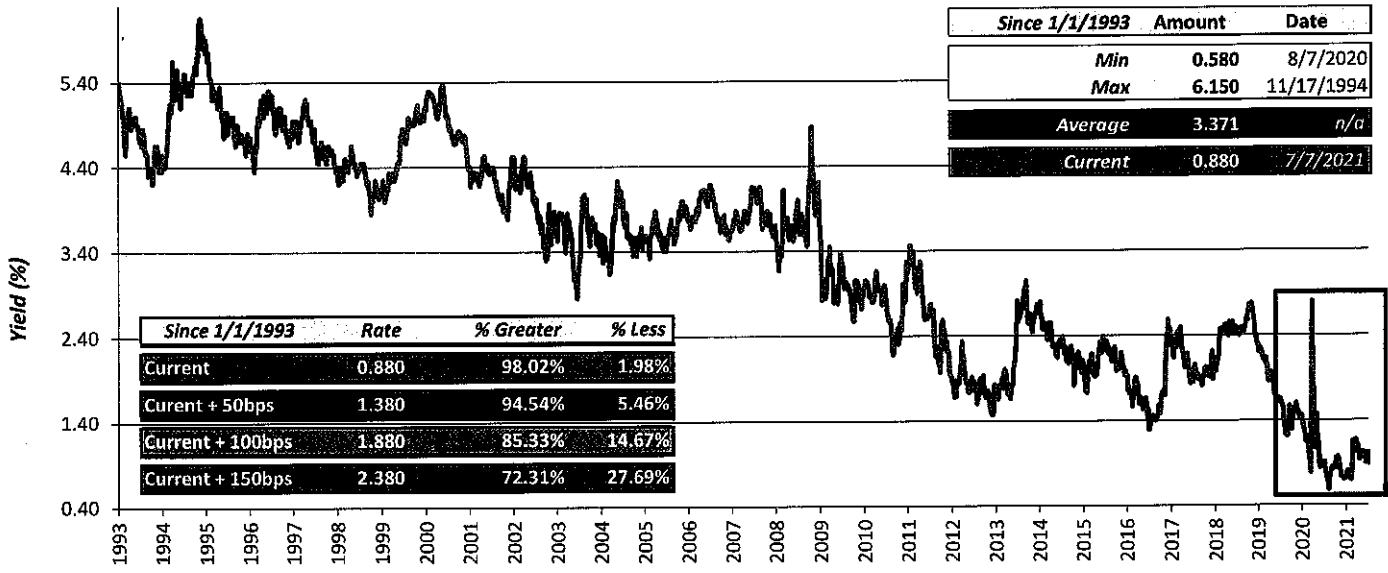
MUNICIPAL MARKET UPDATE

July 7, 2021

HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993



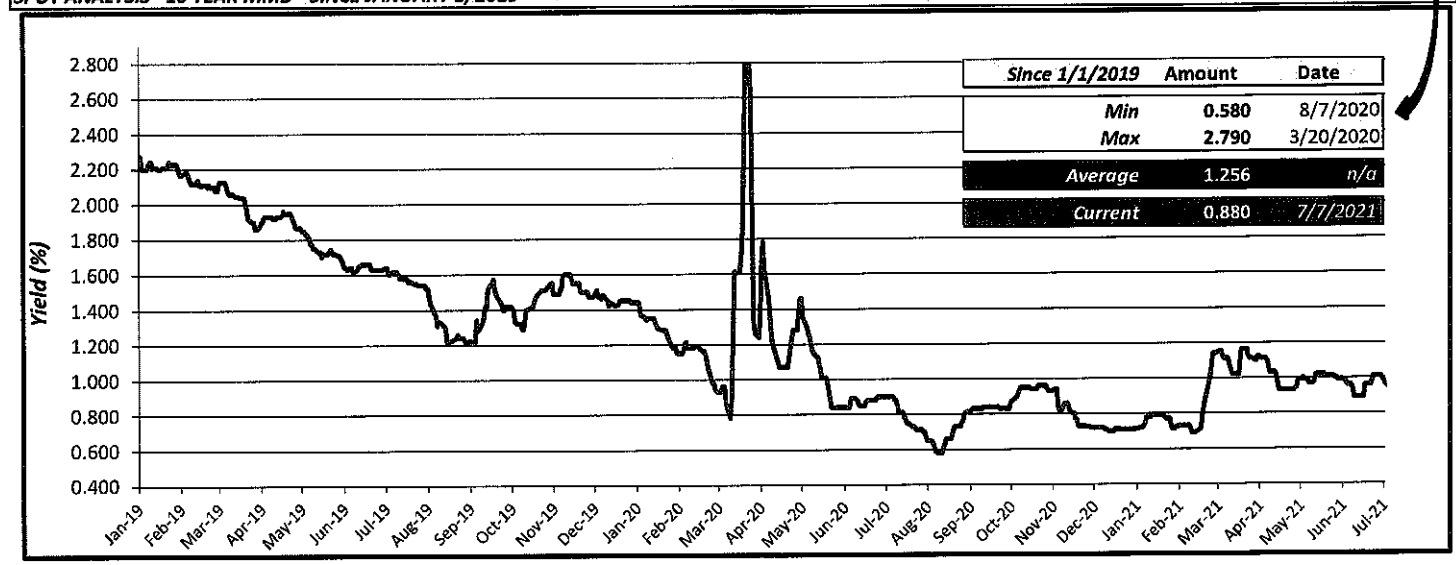
SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993



Since 1/1/1993	Amount	Date
Min	0.580	8/7/2020
Max	6.150	11/17/1994
Average	3.371	*n/a*
Current	0.880	*7/7/2021*

Since 1/1/1993	*Rate*	*% Greater*	*% Less*
Current	0.880	98.02%	1.98%
Curent + 50bps	1.380	94.54%	5.46%
Current + 100bps	1.880	85.33%	14.67%
Current + 150bps	2.380	72.31%	27.69%

SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2019



Since 1/1/2019	Amount	Date
Min	0.580	8/7/2020
Max	2.790	3/20/2020
Average	1.256	*n/a*
Current	0.880	*7/7/2021*

TOWNSHIP OF HAVERFORD
SUMMARY OF OUTSTANDING INDEBTEDNESS

Debt Service Requirements

1 Fiscal Year Ended	2 G.O. Bonds Series of 2016	3 G.O. Bonds Series of 2018	4 G.O. Bonds Series of 2020	5 **Total Debt Service**
12/31/2021	481,033	2,641,948	462,243	**3,585,223**
12/31/2022	481,033	2,748,448	469,243	**3,698,723**
12/31/2023	480,833	2,880,073	465,493	**3,826,398**
12/31/2024	485,533	2,883,948	466,118	**3,835,598**
12/31/2025	485,033	2,878,198	461,118	**3,824,348**
12/31/2026	484,433	2,887,448	465,293	**3,837,173**
12/31/2027	483,733	2,881,448	468,793	**3,833,973**
12/31/2028	482,933	2,880,198	462,193	**3,825,323**
12/31/2029	481,000	2,880,498	465,493	**3,826,990**
12/31/2030	483,950	2,878,198	463,643	**3,825,790**
12/31/2031	481,665	880,363	466,643	**1,828,670**
12/31/2032	484,263	883,378	464,493	**1,832,133**
12/31/2033	481,625	880,284	462,243	**1,824,151**
12/31/2034	483,870	881,123	464,843	**1,829,835**
12/31/2035	485,880	885,843	472,193	**1,843,915**
12/31/2036	482,655	884,340	464,393	**1,831,388**
12/31/2037	484,313	881,750	466,493	**1,832,555**
12/31/2038	483,819	883,041	468,393	**1,835,253**
12/31/2039	483,038	878,193	470,093	**1,831,323**
12/31/2040	481,969	887,183	466,643	**1,835,794**
12/31/2041	485,613	880,183	468,043	**1,833,838**
12/31/2042	483,825	882,283	464,073	**1,830,180**
12/31/2043	481,750	888,213	464,671	**1,834,634**
12/31/2044	484,388	288,891	464,945	**1,238,224**
12/31/2045	481,594	289,766		**771,360**
12/31/2046	483,513	290,276		**773,789**
12/31/2047		290,421		**290,421**
12/31/2048		290,201		**290,201**
12/31/2049				
12/31/2050				
Totals	12,563,286	41,366,129	11,177,781	**65,107,196**
Principal*:	8,975,000	28,570,000	8,490,000	**46,035,000**
Call Date:	12/1/2021	12/1/2026	6/1/2025	
Purpose:	New Money	New Money Cur Ref 2010 Cur Ref 2013	Cur Ref 2014	

** Outstanding as of July 8, 2021*

TOWNSHIP OF HAVERFORD
SERIES OF 2016

Optional Redemption: December 1, 2021

1	2	3	4	5	6
Date	Principal	Rate	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
12/1/2021	250,000	4.000	115,516.25	365,516.25	365,516.25
6/1/2022			110,516.25	110,516.25	
12/1/2022	260,000	2.000	110,516.25	370,516.25	481,032.50
6/1/2023			107,916.25	107,916.25	
12/1/2023	265,000	2.000	107,916.25	372,916.25	480,832.50
6/1/2024			105,266.25	105,266.25	
12/1/2024	275,000	2.000	105,266.25	380,266.25	485,532.50
6/1/2025			102,516.25	102,516.25	
12/1/2025	280,000	2.000	102,516.25	382,516.25	485,032.50
6/1/2026			99,716.25	99,716.25	
12/1/2026	285,000	2.000	99,716.25	384,716.25	484,432.50
6/1/2027			96,866.25	96,866.25	
12/1/2027	290,000	2.000	96,866.25	386,866.25	483,732.50
6/1/2028			93,966.25	93,966.25	
12/1/2028	295,000	2.350	93,966.25	388,966.25	482,932.50
6/1/2029			90,500.00	90,500.00	
12/1/2029	300,000	2.350	90,500.00	390,500.00	481,000.00
6/1/2030			86,975.00	86,975.00	
12/1/2030	310,000	2.350	86,975.00	396,975.00	483,950.00
6/1/2031			83,332.50	83,332.50	
12/1/2031	315,000	2.350	83,332.50	398,332.50	481,665.00
6/1/2032			79,631.25	79,631.25	
12/1/2032	325,000	2.350	79,631.25	404,631.25	484,262.50
6/1/2033			75,812.50	75,812.50	
12/1/2033	330,000	2.350	75,812.50	405,812.50	481,625.00
6/1/2034			71,935.00	71,935.00	
12/1/2034	340,000	2.350	71,935.00	411,935.00	483,870.00
6/1/2035			67,940.00	67,940.00	
12/1/2035	350,000	2.350	67,940.00	417,940.00	485,880.00
6/1/2036			63,827.50	63,827.50	
12/1/2036	355,000	2.350	63,827.50	418,827.50	482,655.00
6/1/2037			59,656.25	59,656.25	
12/1/2037	365,000	2.875	59,656.25	424,656.25	484,312.50
6/1/2038			54,409.38	54,409.38	
12/1/2038	375,000	2.875	54,409.38	429,409.38	483,818.75
6/1/2039			49,018.75	49,018.75	
12/1/2039	385,000	2.875	49,018.75	434,018.75	483,037.50
6/1/2040			43,484.38	43,484.38	
12/1/2040	395,000	2.875	43,484.38	438,484.38	481,968.75
6/1/2041			37,806.25	37,806.25	
12/1/2041	410,000	2.875	37,806.25	447,806.25	485,612.50
6/1/2042			31,912.50	31,912.50	
12/1/2042	420,000	2.875	31,912.50	451,912.50	483,825.00
6/1/2043			25,875.00	25,875.00	
12/1/2043	430,000	2.875	25,875.00	455,875.00	481,750.00
6/1/2044			19,693.75	19,693.75	
12/1/2044	445,000	2.875	19,693.75	464,693.75	484,387.50
6/1/2045			13,296.88	13,296.88	
12/1/2045	455,000	2.875	13,296.88	468,296.88	481,593.75
6/1/2046			6,756.25	6,756.25	
12/1/2046	470,000	2.875	6,756.25	476,756.25	483,512.50
TOTALS	8,975,000		3,472,770.00	12,447,770.00	12,447,770.00

TOWNSHIP OF HAVERFORD
Required to Call Bonds

SETTLE *9/15/2021*

1	2	3	4

SERIES OF 2016

Date	Principal	Interest	Total
12/1/2021	8,975,000.00	115,516.25	9,090,516.25
TOTALS	8,975,000.00	115,516.25	9,090,516.25

Actual Cost	9,090,516.25
Perfect Cost	9,051,993.18
Difference	(38,523.07)

TOWNSHIP OF HAVERFORD
SERIES OF 2021
REFUNDS THE SERIES OF 2016

Settle 9/15/2021
Dated 9/15/2021

1	2	3	4	5	6	7	8	9
Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service	Existing Debt Service	**Savings**
12/1/2021	300,000	3.000	0.700	43,736.94	343,736.94	343,736.94	365,516.25	21,779.31
6/1/2022				99,087.50	99,087.50			
12/1/2022	260,000	3.000	0.800	99,087.50	359,087.50	458,175.00	481,032.50	22,857.50
6/1/2023				95,187.50	95,187.50			
12/1/2023	265,000	3.000	0.840	95,187.50	360,187.50	455,375.00	480,832.50	25,457.50
6/1/2024				91,212.50	91,212.50			
12/1/2024	280,000	3.000	0.920	91,212.50	371,212.50	462,425.00	485,532.50	23,107.50
6/1/2025				87,012.50	87,012.50			
12/1/2025	290,000	3.000	1.050	87,012.50	377,012.50	464,025.00	485,032.50	21,007.50
6/1/2026				82,662.50	82,662.50			
12/1/2026	295,000	3.000	1.180	82,662.50	377,662.50	460,325.00	484,432.50	24,107.50
6/1/2027				78,237.50	78,237.50			
12/1/2027	305,000	2.000	1.290	78,237.50	383,237.50	461,475.00	483,732.50	22,257.50
6/1/2028				75,187.50	75,187.50			
12/1/2028	310,000	2.000	1.380	75,187.50	385,187.50	460,375.00	482,932.50	22,557.50
6/1/2029				72,087.50	72,087.50			
12/1/2029	315,000	2.000	1.500	72,087.50	387,087.50	459,175.00	481,000.00	21,825.00
6/1/2030				68,937.50	68,937.50			
12/1/2030	320,000	2.000	1.610	68,937.50	388,937.50	457,875.00	483,950.00	26,075.00
6/1/2031				65,737.50	65,737.50			
12/1/2031	325,000	2.000	1.690	65,737.50	390,737.50	456,475.00	481,665.00	25,190.00
6/1/2032				62,487.50	62,487.50			
12/1/2032	335,000	2.000	1.750	62,487.50	397,487.50	459,975.00	484,262.50	24,287.50
6/1/2033				59,137.50	59,137.50			
12/1/2033	340,000	2.000	1.780	59,137.50	399,137.50	458,275.00	481,625.00	23,350.00
6/1/2034				55,737.50	55,737.50			
12/1/2034	350,000	2.000	1.810	55,737.50	405,737.50	461,475.00	483,870.00	22,395.00
6/1/2035				52,237.50	52,237.50			
12/1/2035	360,000	2.000	1.840	52,237.50	412,237.50	464,475.00	485,880.00	21,405.00
6/1/2036				48,637.50	48,637.50			
12/1/2036	365,000	2.000	1.870	48,637.50	413,637.50	462,275.00	482,655.00	20,380.00
6/1/2037				44,987.50	44,987.50			
12/1/2037	370,000	2.000	1.900	44,987.50	414,987.50	459,975.00	484,312.50	24,337.50
6/1/2038				41,287.50	41,287.50			
12/1/2038	380,000	2.000	1.930	41,287.50	421,287.50	462,575.00	483,818.75	21,243.75
6/1/2039				37,487.50	37,487.50			
12/1/2039	385,000	2.000	1.960	37,487.50	422,487.50	459,975.00	483,037.50	23,062.50
6/1/2040				33,637.50	33,637.50			
12/1/2040	390,000	2.000	1.990	33,637.50	423,637.50	457,275.00	481,968.75	24,693.75
6/1/2041				29,737.50	29,737.50			
12/1/2041	405,000	2.250	2.020	29,737.50	434,737.50	464,475.00	485,612.50	21,137.50
6/1/2042				25,181.25	25,181.25			
12/1/2042	410,000	2.250	2.050	25,181.25	435,181.25	460,362.50	483,825.00	23,462.50
6/1/2043				20,568.75	20,568.75			
12/1/2043	415,000	2.250	2.080	20,568.75	435,568.75	456,137.50	481,750.00	25,612.50
6/1/2044				15,900.00	15,900.00			
12/1/2044	430,000	2.250	2.110	15,900.00	445,900.00	461,800.00	484,387.50	22,587.50
6/1/2045				11,062.50	11,062.50			
12/1/2045	435,000	2.500	2.140	11,062.50	446,062.50	457,125.00	481,593.75	24,468.75
6/1/2046				5,625.00	5,625.00			
12/1/2046	450,000	2.500	2.150	5,625.00	455,625.00	461,250.00	483,512.50	22,262.50
TOTALS	9,085,000			2,761,861.94	11,846,861.94	11,846,861.94	12,447,770.00	**600,908.06**

Savings as a % of Refunded Par **6.70%**

TOWNSHIP OF HAVERFORD
SERIES OF 2021
Composition of the Issue

SOURCES:		
Bonds		9,085,000.00
Original Issue Premium		179,876.00
Accrued Interest		0.00
Total		9,264,876.00
USES:		
Required to Call Bonds		9,090,516.25
Underwriter's Discount	$8.00	72,680.00
Bond Insurance	$0.00	0.00
Cost of Issuance		95,000.00
Miscellaneous Expenses/Rounding		6,679.75
Total		9,264,876.00

Dated Date	9/15/2021
Settlement Date	9/15/2021
Yield of the Issue	2.021757

(OID)/OIP Calculations

Date	Price	(OID)/OIP
12/1/2021	100.483%	1,449.00
12/1/2022	102.645%	6,877.00
12/1/2023	104.721%	12,510.65
12/1/2024	106.565%	18,382.00
12/1/2025	108.011%	23,231.90
12/1/2026	109.171%	27,054.45
12/1/2027	103.566%	10,876.30
12/1/2028	103.106%	9,628.60
12/1/2029	102.496%	7,862.40
12/1/2030	101.940%	6,208.00
12/1/2031	101.539%	5,001.75
12/1/2032	101.238%	4,147.30
12/1/2033	101.089%	3,702.60
12/1/2034	100.939%	3,286.50
12/1/2035	100.790%	2,844.00
12/1/2036	100.641%	2,339.65
12/1/2037	100.492%	1,820.40
12/1/2038	100.344%	1,307.20
12/1/2039	100.196%	754.60
12/1/2040	100.048%	187.20
12/1/2041	101.130%	4,576.50
12/1/2042	100.982%	4,026.20
12/1/2043	100.834%	3,461.10
12/1/2044	100.686%	2,949.80
12/1/2045	101.764%	7,673.40
12/1/2046	101.715%	7,717.50
TOTAL		179,876.00

TOWNSHIP OF HAVERFORD

Series of 2021 Bonds-Preliminary Schedule

June 2021

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

	Bond Issue
Mid-June	Request for Information for Preliminary Official Statement
Early/Mid July	PFM Begins to Draft Preliminary Official Statement
Mid-July	Information Sent to Rating Agency
July 12th	First Reading of Parameters Ordinance
End of July	Rating Call
Week of August 2nd	Pre-Advertisement of Ordinance
August 9th	Township Meeting to Adopt Parameters Ordinance
Early August	Rating Received
Week of August 9th	Post-Advertisement for Ordinance
Early August	Preliminary Official Statement Completed/Invitation to Bid Posted
On or After August 9th	Earliest Competitive Bond Sale
Mid-August	Bond Counsel Files with DCED
Mid-September	Bond Issue Settlement

Maximum Parameters Schedule

TOWNSHIP OF HAVERFORD

SERIES OF 2021 **MAXIMUM PARAMETERS** *Settle* 9/15/2021

REFUNDS THE SERIES OF 2016 *Dated* 9/15/2021

1	2	3	4	5	6
Date	Max Principal	Max Coupon	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
12/1/2021	360,000	5.000	112,416.67	472,416.67	472,416.67
6/1/2022			257,250.00	257,250.00	
12/1/2022	295,000	5.000	257,250.00	552,250.00	809,500.00
6/1/2023			249,875.00	249,875.00	
12/1/2023	295,000	5.000	249,875.00	544,875.00	794,750.00
6/1/2024			242,500.00	242,500.00	
12/1/2024	295,000	5.000	242,500.00	537,500.00	780,000.00
6/1/2025			235,125.00	235,125.00	
12/1/2025	305,000	5.000	235,125.00	540,125.00	775,250.00
6/1/2026			227,500.00	227,500.00	
12/1/2026	320,000	5.000	227,500.00	547,500.00	775,000.00
6/1/2027			219,500.00	219,500.00	
12/1/2027	335,000	5.000	219,500.00	554,500.00	774,000.00
6/1/2028			211,125.00	211,125.00	
12/1/2028	335,000	5.000	211,125.00	546,125.00	757,250.00
6/1/2029			202,750.00	202,750.00	
12/1/2029	355,000	5.000	202,750.00	557,750.00	760,500.00
6/1/2030			193,875.00	193,875.00	
12/1/2030	370,000	5.000	193,875.00	563,875.00	757,750.00
6/1/2031			184,625.00	184,625.00	
12/1/2031	385,000	5.000	184,625.00	569,625.00	754,250.00
6/1/2032			175,000.00	175,000.00	
12/1/2032	400,000	5.000	175,000.00	575,000.00	750,000.00
6/1/2033			165,000.00	165,000.00	
12/1/2033	415,000	5.000	165,000.00	580,000.00	745,000.00
6/1/2034			154,625.00	154,625.00	
12/1/2034	425,000	5.000	154,625.00	579,625.00	734,250.00
6/1/2035			144,000.00	144,000.00	
12/1/2035	440,000	5.000	144,000.00	584,000.00	728,000.00
6/1/2036			133,000.00	133,000.00	
12/1/2036	440,000	5.000	133,000.00	573,000.00	706,000.00
6/1/2037			122,000.00	122,000.00	
12/1/2037	450,000	5.000	122,000.00	572,000.00	694,000.00
6/1/2038			110,750.00	110,750.00	
12/1/2038	455,000	5.000	110,750.00	565,750.00	676,500.00
6/1/2039			99,375.00	99,375.00	
12/1/2039	460,000	5.000	99,375.00	559,375.00	658,750.00
6/1/2040			87,875.00	87,875.00	
12/1/2040	470,000	5.000	87,875.00	557,875.00	645,750.00
6/1/2041			76,125.00	76,125.00	
12/1/2041	485,000	5.000	76,125.00	561,125.00	637,250.00
6/1/2042			64,000.00	64,000.00	
12/1/2042	490,000	5.000	64,000.00	554,000.00	618,000.00
6/1/2043			51,750.00	51,750.00	
12/1/2043	500,000	5.000	51,750.00	551,750.00	603,500.00
6/1/2044			39,250.00	39,250.00	
12/1/2044	515,000	5.000	39,250.00	554,250.00	593,500.00
6/1/2045			26,375.00	26,375.00	
12/1/2045	520,000	5.000	26,375.00	546,375.00	572,750.00
6/1/2046			13,375.00	13,375.00	
12/1/2046	535,000	5.000	13,375.00	548,375.00	561,750.00
TOTALS	10,650,000		7,485,666.67	18,135,666.67	18,135,666.67

Disclosures:

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TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. P12-2021

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT FOR THE REFUNDED BONDS; PROVIDING FOR CERTAIN COVENANTS AND DESIGNATIONS REGARDING FEDERAL INCOME TAX MATTERS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Commissioners (the "Board of Commissioners") of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), proposes to incur nonelectoral debt pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (Act No. 1996-177) and constituting

Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes (the "Debt Act"), by the issuance of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to refund the outstanding principal balance of the Township's General Obligation Bonds, Series of 2016 (the "Series of 2016 Bonds"), and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of a bond insurance policy, if applicable);

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township and it is hereby ordained and enacted by the authority of the same as follows:

Section 1. Incurrence of Nonelectoral Debt; the Bonds. The Township hereby determines to incur nonelectoral debt in accordance with the provisions of the Debt Act by the issuance of a series of its general obligation bonds in an aggregate principal amount not to exceed $10,650,000, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series 2021" (the "Bonds"), or such other designation and name as shall be determined by the Township.

Section 2. The Refunding Project. The Bonds shall be issued for the purpose of financing the cost of a "project" within the meaning of the Debt Act, consisting of the refunding of the Series of 2016 Bonds currently outstanding in the aggregate principal amount of $8,975,000 (the "Refunding Project"; the Series of 2016 Bonds to be refunded are herein referred to as the "Refunded Bonds"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Refunding Project within the meaning of the Debt Act, including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds (including the cost of a bond insurance policy, if applicable).

It is hereby determined and set forth that the purpose of the Refunding Project is to reduce the total debt service that would otherwise be payable on the Refunded Bonds and to produce net present value debt service savings to the Township. The realistic estimated useful lives of the various capital projects financed with the proceeds of the Refunded Bonds (the "2016 Capital Projects") was originally determined by the Township in the Ordinance enacted by the Township on August 8, 2016 (the "2016 Bond Ordinance"). The remaining estimated useful lives of the 2016 Capital Projects are hereby determined to range from 10 years to 26 years. An aggregate principal amount of the Bonds allocable to the separate cost of each capital project financed by the Refunded Bonds are stated to mature prior to the end of the useful life of each such capital project in accordance with Section 8142(a)(2) of the Debt Act. It is hereby determined and set forth that by issuing the Bonds the Township is not extending the term of outstanding debt through refunding to a maturity date that could not have been included in the original issue.

Section 3. Appointment of Paying Agent and Sinking Fund Depository. TD Bank, N.A. is hereby appointed as paying agent for the Bonds (in such capacity, the "Paying Agent") and as sinking fund depository for the Bonds (in such capacity, the "Sinking Fund Depository"). The proper officers of the Township are hereby authorized and directed to

contract with, and the Township is authorized to enter into a paying agency or similar agreement (the "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository, which Paying Agency Agreement may also be for the benefit of the Bond Insurer (as hereinafter defined) and may contain such provisions relating to the Bonds as may be required by the Bond Insurer and which Paying Agency Agreement shall otherwise be in such form and contain such provisions, not inconsistent with this Ordinance, as shall be approved by the officer or officers of the Township executing the same, such approval and the approval of the Board of Commissioners to be conclusively evidenced by the execution of the Paying Agency Agreement by such officer or officers on behalf of the Township.

Section 4. Denominations; Rates of Interest; Dates; Numbers; Maturities.

(a) The Bonds shall be issued in fully registered form in the denomination of $5,000 and integral multiples thereof; shall be initially dated the date of original issuance and delivery thereof and thereafter shall be dated the date of their authentication; shall bear interest at rates not exceeding the rates set forth in Exhibit "A" attached hereto and made a part hereof from the last interest payment date next preceding the date of authentication thereof to which interest has been paid or duly provided for unless (i) a Bond is authenticated as of an interest payment date to which interest has been paid or duly provided for, in which event such Bond shall bear interest from the date of authentication, or (ii) no interest on a Bond has been paid or duly provided for, in which event such Bond shall bear interest from the date of original issuance and delivery thereof; shall bear such serial numbers as the Paying Agent shall assign thereto according to the records of the Paying Agent; and shall mature or be subject to mandatory sinking fund redemption on December 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit "A" attached hereto and made a part hereof. The Township hereby determines that the Bonds shall be issued with an initial stated installment or maturity of principal which has not been deferred beyond two years from the date of issue and that the stated maturities, or principal installments subject to mandatory redemption, of the Bonds shall be fixed so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal, or so that debt service on outstanding debt of the same classification will be brought more nearly into an overall level annual debt service plan, under Section 8142(b) of the Debt Act.

(b) Interest on the Bonds shall be computed on the basis of a year of 360 days consisting of twelve 30-day months. Interest on the Bonds shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such June 1 and December 1 being referred to herein as an "Interest Payment Date"), to the registered holders of the Bonds at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each such Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date. Principal of the Bonds shall be paid at the designated office of the Paying Agent, or at the duly designated office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on the Bonds shall be paid by

check drawn upon any such paying agent and mailed to the registered holders of the Bonds entitled thereto at their addresses as they appear on the bond registration books of the Township maintained by the Paying Agent. Interest on the Bonds shall also be payable by wire transfer of funds to any registered holder of $500,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date, provided that such holder submits to the Paying Agent not less than five days before the Record Date a written request therefor. In the event any such interest is not paid, such defaulted interest will be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Paying Agent, such date to be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class postage prepaid, to each registered holder of the Bonds, at such registered holder's address as it appears on the bond registration books of the Township, not less than 10 days prior to such special record date.

(c) If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, and if the Township shall have deposited in escrow with the Paying Agent funds sufficient to pay the principal thereof and all interest due thereon to the date of maturity thereof, all liability of the Township to the registered holder thereof for the payment of the principal thereof and the interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged, unless the Paying Agent shall, as permitted by law, thereafter pay the amounts so deposited with the Paying Agent to the Township or to such officer, board or body as may then be entitled by law to receive the same, in which case the registered holder thereof shall thereafter look only to the Township or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without interest thereon.

(d) If the date for payment of the principal of or interest on any Bond shall be a Saturday, Sunday or day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday or a day on which such banking institutions are authorized by law to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Section 5. Redemption.

(a) *Redemption.* The Bonds may be subject to mandatory and optional redemption prior to maturity upon such terms and conditions as may be mutually acceptable to the Township and the Purchaser and set forth in the Bond Purchase Contract authorized pursuant to Section 8 hereof and in the definitive form of the Bonds issued upon the initial issuance and delivery thereof, provided that the redemption price for any Bonds shall not exceed 102% of the principal amount thereof. Any term Bonds that are surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine. In the case of a Bond of a denomination greater than $5,000, the Paying Agent shall treat each such Bond as representing such number of separate Bonds each of the denomination of $5,000 as is obtained by dividing the actual principal amount of such Bond by $5,000.

(c) *Notice of Redemption.* When required or directed to redeem Bonds, the Paying Agent shall cause notice of the redemption to be given by first-class mail, postage prepaid, to all registered holders of Bonds to be redeemed at their registered addresses not less than 30 nor more than 45 days prior to the redemption date. Any such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price and shall state that on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent and that from that date interest will cease to accrue on the Bonds or portions thereof to be redeemed. Failure to mail any notice or any defect in the mailed notice or in the mailing thereof shall not affect the validity of the proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. The Paying Agent may use CUSIP numbers in notices of redemption as a convenience to holders of the Bonds, provided that such notices shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the serial or other identification numbers assigned by the Paying Agent and appearing on the Bonds.

If at the time of mailing of notice of any optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all Bonds called for such optional redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

(d) *Surrender of Bonds; Payment of Redemption Price.* If unconditional notice of redemption has been duly given or duly waived by the holders of all Bonds called for redemption, or conditional notice of redemption has been so given or waived and the redemption moneys have been duly deposited with the Paying Agent, then in either case the Bonds (or portions thereof) called for redemption shall be payable on the redemption date at the applicable redemption price. Payment of the redemption price, together with accrued interest, shall be made by the Paying Agent to or upon the order of the holders of the Bonds called for redemption upon surrender of such Bonds at the designated office of the Paying Agent.

Any Bond which is to be redeemed only in part shall be surrendered at the designated office of the Paying Agent and (if so required by the Paying Agent) shall be accompanied by a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder or by such holder's duly authorized attorney, and the Township shall execute and the Paying Agent shall authenticate and deliver to said registered holder, without service charge, a new Bond or Bonds of the same maturity and interest rate as the Bond being partially redeemed and of any authorized

denomination as requested by said registered holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with such check or other transfer of funds.

Section 6. Registration, Transfer and Exchange. The Township shall cause books for the registration and transfer of the Bonds to be kept at the designated office of the Paying Agent and hereby appoints the Paying Agent its registrar and transfer agent to keep such books and to make such registrations and transfers under such reasonable regulations as the Township or the Paying Agent may prescribe.

Upon surrender for transfer of any Bond at such office, the Township shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series, maturity and interest rate of any authorized denomination for the aggregate principal amount which the registered holder is entitled to receive. No transfer of any Bond will be effective until entered on the bond registration books of the Township kept by the Paying Agent.

Bonds, upon surrender thereof at the designated office of the Paying Agent, may at the option of the registered holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate in any of the authorized denominations and registered in such name or names as may be requested.

All Bonds presented for transfer, exchange or payment (if so required by the Township or the Paying Agent) shall be accompanied by a written instrument or instruments of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder or such holder's duly authorized attorney.

No service charge shall be made for any exchange, transfer or registration of Bonds, but the Township may require payment of a sum sufficient to pay any tax or other governmental charge that may be imposed in relation thereto.

Neither the Township nor the Paying Agent shall be required to issue, transfer or exchange Bonds during a period beginning on the Record Date for the Bonds or any date of selection of Bonds to be redeemed and ending at the close of business on the related interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

Section 7. Book-Entry-Only System.

(a) Notwithstanding the provisions of Section 6 of this Ordinance, the Bonds shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity registered in the name of Cede & Co., as nominee of the

Depository Trust Company, New York, New York ("DTC"), which shall act as securities depository for the Bonds. Except as provided in paragraph (f) below, all of the Bonds shall be registered in the Bond registration books in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same maturity registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the Township or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the Bond registration books in connection with discontinuing the book-entry system as provided in paragraph (f) below or otherwise.

(b) The Township has executed and delivered to DTC a Blanket Issuer Letter of Representations that covers the Bonds (the "Representation Letter"). So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Township or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, the Township and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance or the Paying Agency Agreement, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. Neither the Township nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Bond registration books as being a Bondholder, with respect to either: (i) the Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance or the Paying Agency Agreement, (v) the selection by DTC or any such participant of

any person to receive payment in the event of a partial redemption of the Bonds, and (vi) any consent given or other action taken by DTC as the holder of the Bonds.

(d) So long as any Bonds are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement shall be given to DTC as provided in the Representation Letter.

(e) So long as any Bonds are registered in the name of DTC or any nominee thereof, in connection with any notice or other communication to be provided to Bondholders pursuant to this Ordinance or the Paying Agency Agreement by the Township or the Paying Agent with respect to any consent or other action to be taken by Bondholders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Township or the Paying Agent may establish a special record date for such consent or other action. The Township or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either (i) after notice to the Township and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (ii) after notice to DTC and the Paying Agent, the Township determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Township or the beneficial owners of the Bonds. In either of such events (unless in the case described in clause (ii) above, the Township appoints a successor securities depository) and upon the surrender of the certificates originally issued to DTC or its nominee, the Bonds shall be delivered in registered certificated form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Township or the Paying Agent for the accuracy of such designation. Whenever DTC requests the Township and the Paying Agent to do so, the Township and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 8. Sale and Award of the Bonds. Having previously considered the sale of the Bonds at either a public or a private sale, the Township hereby determines, based upon the advice and recommendation of its Financial Advisor (as defined below) and all other available information, that a private sale of the Bonds is in the best financial interest of the Township and that the Bonds shall be sold at either a private sale by negotiation or a private sale upon invitation. If the Bonds are sold through a private sale upon invitation, the proper officers of the Township are authorized to prepare or cause to be prepared an appropriate invitation to bid or request for proposals. The Township shall award and sell the Bonds at a price of not less than ninety percent (90%) and not more than one hundred thirty percent (130%) of the principal amount of the Bonds (including original issue discount or premium and the underwriter's discount) plus accrued interest, if any, on the Bonds to the date of delivery of and payment for the Bonds, and in accordance with the other terms and conditions contained or incorporated in the Proposal for the Purchase of Bonds, dated August 9, 2021 (the "Bond Purchase Proposal"),

from PFM Financial Advisors LLC, the Township's financial advisor (the "Financial Advisor"). The Bond Purchase Proposal and this Ordinance contain certain financial parameters for the issuance and sale of the Bonds (the "Bond Parameters"). The Bond Purchase Proposal is hereby approved and accepted, and the proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on the Bond Purchase Proposal and to deliver executed copies thereof to the Financial Advisor. The final terms for the purchase of the Bonds (to the extent consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in a written contract or bid form (the "Bond Purchase Contract") to be executed by the purchaser of the Bonds (the "Purchaser") that has been identified or determined by the Township Manager or Director of Finance (acting with the advice of the Financial Advisor), each of whom is also hereby authorized to determine the final terms of the issuance and sale of the Bonds (to the extent consistent with the Bond Parameters) and to endorse the acceptance of the Township on the Bond Purchase Contract, provided that the terms of the Bonds and the Bond Purchase Contract are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Bond Purchase Contract, together copies of the other Bond sale documents for the Bonds issued under this Ordinance, shall be filed with the permanent records of the Township.

Section 9. Execution and Delivery of Bonds. The form of the Bonds and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Section 20 hereof with any changes, insertions and variations as may be necessary or appropriate to reflect the final terms of the Bonds as issued and sold to the Purchaser. thereof. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Bonds. The Bonds may bear such endorsement or legend satisfactory to the Paying Agent as may be required to conform to usage or law with respect thereto. The Bonds shall be executed by the manual or facsimile signature of the President or the Vice President of the Board of Commissioners and shall have the corporate seal of the Township affixed thereto, either manually or by facsimile, duly attested by the manual or facsimile signature of the Secretary or the Assistant Secretary of the Township and the said officers are hereby authorized to execute the Bonds as aforesaid. The Bonds shall be authenticated by the manual signature of an authorized officer of the Paying Agent, which may also certify that the approving opinion of Bond Counsel, which may be printed on or attached to the Bonds, is an accurate reproduction of the approving opinion delivered at the closing for the Bonds. The proper officers of the Township or any of them are further authorized and directed to deliver, or cause to be delivered, the Bonds to or upon the order of the Purchaser against receipt by or for the account of the Township of cash or its substantial equivalent in the amount of the consideration specified in the Bond Purchase Contract and in accordance with the other terms and conditions set forth in the Bond Purchase Contract.

Section 10. Covenant to Budget and Appropriate General Revenues to Pay Debt Service; Pledge of Full Faith, Credit and Taxing Power. The Township hereby covenants with the holders from time to time of the Bonds outstanding pursuant to this Ordinance that it shall include in its budget for each fiscal year the amount of the debt service on the Bonds payable in each such fiscal year and shall appropriate such amounts from its general revenues to the payment of such debt service covenanted to be paid and shall duly and punctually pay or cause to be paid from the sinking fund for the Bonds hereinafter created the principal of

every Bond and the interest thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the Township does hereby pledge its full faith, credit and taxing power. This covenant shall be specifically enforceable.

Section 11. Establishment and Operation of Sinking Fund. There is hereby established with the Sinking Fund Depository a sinking fund to be known as "Sinking Fund, Township of Haverford General Obligation Bonds, Series of 2021" (the "Sinking Fund"), into which the Township covenants to deposit, and into which the Treasurer of the Township is hereby authorized and directed to deposit, all moneys for the payment of debt service on the Bonds included in the annual budget of the Township and appropriated to the payment of such debt service in accordance with Section 10 hereof, no later than the date when principal or interest on the Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of the Bonds then maturing. Any moneys received by the Township as accrued interest on the Bonds upon the issuance thereof shall be deposited in the Sinking Fund in accordance with Section 18 hereof and shall be applied to pay interest due on the Bonds on the first interest payment date therefor. All sums in the Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the Bonds as the same shall from time to time become due and payable and the balance of said moneys over and above the sums so required shall remain in the Sinking Fund, subject, however, to withdrawal for investment by the Sinking Fund Depository at the direction of the Township in such investments as are authorized by law (subject to any restrictions on such investments as may be set forth in the Paying Agency Agreement or in the Tax Agreement hereinafter mentioned), which investments and the interest thereon and income therefrom shall be held exclusively for the purposes of the Sinking Fund. The Sinking Fund shall be kept and maintained in a separate account at the designated office of the Sinking Fund Depository until such time as the Township by resolution shall provide for a similar separate account in another bank or bank and trust company doing business in the Commonwealth of Pennsylvania. The Sinking Fund Depository, without further authorization than as herein contained, shall pay to the Paying Agent from the moneys in the Sinking Fund, the principal of and interest on the Bonds as and when the same shall become due, whereupon the Paying Agent shall, without further authorization than as herein contained, pay such amounts to the holders of the Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. [Intentionally Omitted.]

Section 13. Establishment and Operation of Rebate Fund. In order to provide for the payment of any required rebate to the United States with respect to the Bonds pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there is hereby created and established a special fund of the Township designated as "Rebate Fund, Township of Haverford General Obligation Bonds, Series of 2021 (the "Rebate Fund"). The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 25 hereof.

Unless and until moneys in the Rebate Fund are invested as hereinafter provided, such moneys shall be deposited in one or more accounts (which may or may not be interest bearing, but which shall be separate and apart from all other accounts of the Township) with the

Sinking Fund Depository or any other incorporated bank or trust company doing business in the Commonwealth of Pennsylvania which is authorized by law to accept deposits of public funds, which has a combined capital and surplus of not less than $50,000,000 and the deposits in which are insured by the Federal Deposit Insurance Corporation or by any other agency of the United States performing functions similar to the Federal Deposit Insurance Corporation. Such account or accounts shall be deemed to be part of the Rebate Fund for the purposes hereof.

Subject to the Tax Agreement referred to in Section 25 hereof, moneys on deposit to the credit of the Rebate Fund not required for immediately application may be invested in any investments permitted by law. All investments made with moneys in the Rebate Fund shall be deemed to be part of such Fund. The interest and income received from any investment and any losses incurred upon the sale or other disposition thereof shall be added or charged to the Rebate Fund.

Any other provision of this Section 13 or in the Tax Agreement to the contrary notwithstanding, the Township may close the Rebate Fund if the Township shall have obtained an opinion of nationally recognized bond counsel to the effect that payments to the United States from the Rebate Fund are not required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103(a) of the Code and setting forth such counsel's advice with respect to the disposition of moneys held in the Rebate Fund, and thereupon, the Township shall withdraw all moneys from the Rebate Fund and apply the same in a manner not inconsistent with such opinion and this Section 13 shall be deemed to be deleted from this Ordinance.

Section 14. Redemption of Refunded Bonds. In accordance with the 2016 Bond Ordinance, and conditional upon the receipt by the Township of the proceeds of the Bonds, the Township hereby authorizes the redemption on such date on or after the date of issuance of the Bonds as the President or Vice President of the Board of Commissioners may designate or approve as the redemption date for the Refunded Bonds (such redemption date being referred to herein as the "2016 Bonds Redemption Date"), at a redemption price of 100% of the principal amount thereof plus unpaid interest accrued to the redemption date, all of the Refunded Bonds then outstanding. The proper officers of the Township are hereby authorized to give or cause to be given notice of such redemption to the holders of such Refunded Bonds to be redeemed at the time and in the manner required under the 2016 Bond Ordinance or in the 2016 Bonds, which notice of redemption, if given prior to the date of issuance of the Bonds, may state that it is conditional and subject to the deposit of the redemption moneys with the paying agent for the Refunded Bonds on the applicable redemption date.

Section 15. Escrow Deposit Agreement. If determined by the President or Vice President of the Board of Commissioners of the Township to be necessary or appropriate in order to implement the refunding and redemption of any of the Refunded Bonds, the Township shall, upon the issuance and delivery of the Bonds, enter into an escrow deposit agreement (an "Escrow Agreement") with an appropriate bank or bank and trust company, as escrow agent (an "Escrow Agent"). The President or the Vice President of the Board of Commissioners is hereby authorized and directed, in the name and on behalf of the Township, to execute the Escrow Agreement in such form and containing such terms and provisions, not inconsistent with the

provisions of this Ordinance, as may be approved by the officer executing the same, with such approval to be conclusively evidenced by such officer's execution thereof; the Secretary or the Assistant Secretary of the Township is hereby authorized to affix the seal of the Township to the Escrow Agreement, when so executed, and to attest said seal; and the said officers of the Board of Commissioners are hereby authorized and directed to deliver the Escrow Agreement, when so executed, to the Escrow Agent. The Escrow Agreement may specify the 2016 Bonds Redemption Date, as determined pursuant to this Ordinance.

Section 16. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Bonds in order to ensure that interest on the Bonds will be and remain excluded from the gross income of the holders thereof for federal income tax purposes under Section 103(a) of the Code. Without limiting the foregoing, the Township hereby covenants that it will make no use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and that it will comply with the requirements of said Section of the Code, including without limitation, subsection (f) thereof, and said Treasury Regulations throughout the term of the Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

If mutually agreeable to the Township and the Purchaser at the time the Bonds are initially issued and delivered, the Township may designate all or a portion of the Bonds as "qualified tax-exempt obligations," as that term is defined in Section 265(b)(3)(B) of the Code, for the purposes of Section 265(b)(3) of the Code or, if and to the extent permitted by the Code, all or a portion of the Bonds may be deemed to be so designated, and such designation or deemed designation may be included or referenced in the definitive form of the Bonds when initially issued.

Section 17. Filing with Pennsylvania Department of Community and Economic Development. The President or the Vice President of the Board of Commissioners and the Secretary or the Assistant Secretary of the Township, or any duly appointed successor or acting officers, as the case may be, are hereby authorized and directed to prepare, verify and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds, including the Debt Statement required by Section 8110 of the Debt Act and a Borrowing Base Certificate, and to take other necessary action, including, if necessary or desirable, the preparation and filing of any statements, reports or documents required to exclude any portion of the debt of the Township from the appropriate debt limit as self-liquidating or subsidized debt.

Section 18. Deposit of Proceeds of Bonds into Settlement Account; Application of Moneys in Settlement Account. The Township shall cause the proceeds of the issuance and sale of the Bonds to be deposited immediately upon receipt into an account with the Paying Agent to be known as the "Settlement Account, Township of Haverford General Obligation Bonds, Series of 2021" (the "Settlement Account"). From the moneys on deposit in the Settlement Account, the Paying Agent shall, in accordance with written instructions from the President or Vice President of the Board of Commissioners or the Director of Finance of the

Township, (a) pay over to the Sinking Fund Depository for deposit to the credit of the Sinking Fund the amount, if any, of accrued interest on the Bonds paid by the Purchaser upon the original issuance and delivery of the Bonds, (b) pay (or reserve for the future payment of) the costs of issuance of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) pay to the Escrow Agent or to the paying agent for the Refunded Bonds the amount necessary to refund the Refunded Bonds. Any reserve in the Settlement Account for the future payment of costs of issuance of the Bonds shall be disbursed from time to time by the Paying Agent to pay such costs upon the written order of the President or Vice President of the Board of Commissioners or the Director of Finance of the Township and the presentation of proper invoices for such costs, and any balance of such reserve ultimately remaining in the Settlement Account after payment of all such costs of issuance shall, upon the written order of the President or Vice President of the Board of Commissioners or the Director of Finance of the Township, be paid over by the Paying Agent to the Sinking Fund Depository for deposit to the credit of the Sinking Fund, whereupon the Settlement Account shall be closed.

Section 19. Covenant to Pledge Sufficient Funds to Refund the Refunded Bonds. The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds:

(a) the Township will have irrevocably deposited and pledged with the Escrow Agent under the Escrow Agreement or with the paying agent for the Refunded Bonds an amount sufficient, together with any interest and income to be earned on the investment thereof, to provide for the payment of all principal of and interest on the Refunded Bonds as the same becomes due and payable from the date of issuance of the Bonds to the 2016 Bonds Redemption Date and the payment on the 2016 Bonds Redemption Date of the redemption price of and accrued interest on the Refunded Bonds which have been called for redemption pursuant to the authorization and direction contained in Section 14 hereof;

(b) if appropriate, the Escrow Agent or the paying agent for the Refunded Bonds will have invested the moneys deposited as provided in clause (i) above in such investments as shall be specified by the Township in accordance with the requirements of the Debt Act; and

(c) either notice of the redemption of the Refunded Bonds to be redeemed on the 2016 Bonds Redemption Date shall have been given by or on behalf of the Township and shall be or shall have become irrevocable in accordance with the requirements of the 2016 Bond Ordinance and the Debt Act, or the Township will have given irrevocable instructions and authority to the Escrow Agent or the paying agent for the Refunded Bonds to give on behalf of the Township proper notice, in the manner and at the time required under the 2016 Bond Ordinance, of the redemption of the Refunded Bonds to be redeemed on the 2016 Bonds Redemption Date;

all to the end that the Refunded Bonds shall no longer be deemed to be outstanding under the Debt Act upon and after giving effect to the issuance and sale of the Bonds.

Section 20. Form of Bonds. The Bonds shall be substantially in the following form with any appropriate omissions, insertions and variations:

TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF 2021

No. R-_____ **$_____**

Interest Rate	**Maturity Date**	**Dated Date**	**CUSIP**
	December 1, _____		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

TOWNSHIP OF HAVERFORD, County of Delaware, Commonwealth of Pennsylvania (the "Township"), a Township existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered holder shown hereon or registered assigns, on the maturity date shown hereon, upon surrender hereof, the principal amount shown hereon and to pay interest thereon, at the interest rate per annum shown hereon, from the last interest payment date next preceding the date of authentication hereof to which interest has been paid or duly provided for, unless (a) this Bond is authenticated as of an interest payment date, in which event this Bond shall bear interest from the date of authentication, or (b) no interest on this Bond has been paid or duly provided for, in which event this Bond shall bear interest from the Dated Date shown above, until the Township's obligation with respect to the payment of said principal amount shall be discharged as provided in the Bond Ordinance hereinafter mentioned, and to pay interest, to the extent legally enforceable, on overdue interest, at the same rate per annum. Interest shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on _____, to the registered holder hereof at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each such interest payment date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date. Principal shall be paid at the designated office of TD Bank, N.A. (the "Paying Agent"), or at the duly designated office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by check drawn upon any such paying agent and mailed to the registered holder hereof

entitled thereto at such holder's address as it appears on the bond registration books of the Township. Interest shall also be payable by wire transfer of funds to any registered holder of $500,000 or more in aggregate principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date provided that such holder submits to the Paying Agent not less than five days before the Record Date a written request therefor. In the event any such interest is not paid, such defaulted interest will be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Paying Agent, such date to be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class postage prepaid, to the registered holder of this Bond, at such registered holder's address as it appears on the Bond registration books of the Township, not less than 10 days prior to such special record date. Interest on this Bond shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

This Bond is one of a duly authorized series of bonds designated as "Township of Haverford (Delaware County, Pennsylvania) General Obligations Bonds, Series of 2021" (the "Bonds") limited in aggregate principal amount to $_____ and authorized to be issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, constituting Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes, and by virtue of the Ordinance of the Township enacted on August 9, 2021 (the "Bond Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

[INSERT ANY APPROPRIATE REDEMPTION PROVISIONS HERE]

[Include if appropriate: Any redemption under the preceding paragraphs shall be made by the Paying Agent as provided in the Bond Ordinance upon not less than 30 nor more than 45 days' notice mailed to the registered holders of the Bonds to be redeemed.]

[Include if appropriate: If at the time of mailing of notice of any optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all Bonds called for such optional redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.]

This Bond is transferable by the registered holder hereof or such holder's duly authorized attorney at the designated office of the Paying Agent, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, subject to such reasonable regulations as the Township or the Paying Agent may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new registered Bond or Bonds of the same maturity and interest rate in the same aggregate principal amount will be issued to the transferee. Except as otherwise expressly provided in the Bond Ordinance, the person in whose name this Bond is registered shall be deemed the absolute owner hereof for all purposes, whether or not

this Bond shall be overdue, and the Township and the Paying Agent shall not be affected by any notice to the contrary. No transfer of this Bond shall be effective until entered on the Bond registry books of the Township.

The Bonds are issuable in the form of registered Bonds in the denomination of $5,000 and integral multiples thereof. The Bonds, upon surrender thereof at the designated office of the Paying Agent with, if required by the Paying Agent, a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder thereof or such holder's duly authorized attorney, may, at the option of such registered holder, be exchanged for an equal aggregate principal amount of new Bonds of the same maturity and interest rate in any other authorized denominations, upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, and in the manner and subject to the conditions provided in the Bond Ordinance.

Neither the Township nor the Paying Agent shall be required to issue, transfer or exchange Bonds during a period beginning at the close of business on the fifteenth day next preceding any interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on such interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

This Bond is hereby declared to be a general obligation of the Township. The Township hereby covenants with the holders from time to time of the Bonds to include the amount of the debt service on the same in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts to the payment of such debt service and to duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon at the dates and places and in the manner stated therein according to the true intent and meaning thereof.

It is hereby certified that all acts, conditions and things required to be done, to happen and to be performed precedent to and in the issuance of this Bond or in the creation of the indebtedness of which this Bond is evidence, have been done, happened and been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Township, is not in excess of any constitutional or statutory limitation and for the proper budgeting, appropriation and the prompt and full payment of all the obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

[Include if appropriate: This Bond is designated or deemed designated as a "qualified tax-exempt obligation" as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.]

This Bond is not valid unless the Paying Agent's Certificate of Authentication endorsed hereon is duly executed.

[If the Bonds are held by The Depository Trust Company in book-entry form pursuant to the Bond Ordinance, the following legend (or such other legend as may be satisfactory to the Township, the Paying Agent and The Depository Trust Company) shall appear in the place: Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

IN WITNESS WHEREOF, TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA has caused this Bond to be signed in its name by the manual or facsimile signature of the President or Vice President of its Board of Commissioners and its corporate seal or a facsimile thereof to be hereunto imprinted or affixed, attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Township.

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

[TOWNSHIP SEAL]

By _____
(Vice) President, Board of Commissioners

Attest:

_____
(Assistant) Secretary

Paying Agent's Certificate of Authentication

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Bond Ordinance.

TD Bank, N.A.,
Paying Agent

By_____
Authorized Signature

Dated:

STATEMENT OF INSURANCE

[TO BE INSERTED AS APPROPRIATE]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

_____

_____

_____

_____

the within Bond issued by

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

and hereby irrevocably constitutes and appoints _____ Attorney to transfer said Bond on the books of said Township with full power of substitution in the premises.

Dated _____

_____
(Sign here exactly as name(s) is (are) shown on the face of this Bond without any change or alteration whatever.)

SIGNATURE GUARANTEED:

_____
(Signatures must be guaranteed by a member firm of a major stock exchange or a commercial bank or trust company.)

[End of Form of Bond]

Section 21. Approval of Official Statement. The Township hereby authorizes the preparation and distribution of a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Final Official Statement") for the Bonds in connection with the sale and public offering of the Bonds. The proper officers of the Township are hereby authorized to certify that the Preliminary Official Statement and Final Official Statement are "deemed final" as of their respective dates within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"). The President or the Vice President of the Board of Commissioners is hereby authorized and directed, in the name and on behalf of the Township, to execute the Final Official Statement in such form as may be approved by such officer, with such officer's approval thereof and the approval of the Board of Commissioners to be conclusively evidenced by such officer's execution thereof.

Section 22. Municipal Bond Insurance Policy; Certain Agreements with the Bond Insurer. The proper officers of the Township are hereby authorized to contract with a company providing municipal bond insurance (the "Bond Insurer") for the issuance of a municipal bond insurance policy (the "Bond Insurance Policy") insuring the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein and to cause the premium thereon to be paid from the proceeds of the Bonds or other moneys of the Township available for such purpose. The proper officers of the Township or any of them are further authorized and directed, in the name and on behalf of the Township, to execute and deliver such documents, agreements and certificates and to take such other action as may be necessary or appropriate in order to induce the Bond Insurer to issue the Bond Insurance Policy.

Section 23. Debt Act Applicable to Bonds. This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Debt Act and all the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

Section 24. Contract with Bondholders; Parties Interested Herein; Bond Insurer as Third-Party Beneficiary. This Ordinance constitutes a contract with the registered holders of the Bonds outstanding hereunder and shall be enforceable in accordance with the laws of the Commonwealth of Pennsylvania. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Township, the registered holders of the Bonds and the Bond Insurer (if any), any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the Township shall be for the sole and exclusive benefit of the Township, the registered holders of the Bonds and the Bond Insurer. To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 25. Additional Actions Authorized. The proper officers of the Township and each of them are hereby authorized to execute and deliver all such additional

documents, instruments, certificates and agreements and to take such other action as may be necessary or appropriate in order to effectuate the issuance and sale of the Bonds in accordance with this Ordinance, including without limitation (a) the execution of a tax compliance or similar agreement (the "Tax Agreement") covering certain matters relevant to the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes and the rebate to the United States of certain excess earnings from the investment of the proceeds of the Bonds; (b) the execution of a continuing disclosure or similar agreement or certificate of the Township intended to assist the Purchaser in complying with the provisions of Rule 15c2-12(b)(5) of the Securities and Exchange Commission; (c) subscriptions for the purchase of United States Treasury Securities - State and Local Government Series, or the purchase of such other appropriate investments, as necessary in order to provide for the proper investment of funds held under the Escrow Agreement, if any; and (d) the execution of all such documents, instruments, certificates, directions, order, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds.

In addition to and not in limitation of the foregoing, the President or Vice President of the Board of Commissioners is hereby delegated the power and authority on behalf of the Board of Commissioners to approve all final details concerning the issuance and sale of the Bonds, including without limitation the selection of the Purchaser, the date of issuance, the aggregate principal amount, the principal maturities, the redemption provisions, the interest rates and yields, the purchase price to be paid by the Purchaser, and the 2016 Bonds Redemption Date, without need of any further action on the part of the Board of Commissioners, but in each case only to the extent such final details are consistent with the Bond Parameters and the other provisions of this Ordinance and the Debt Act, provided, however, that the Bonds shall not be issued and sold unless the refunding to be accomplished by the issuance of the Bonds shall result in net present value debt service savings to the Township of at least 2.0% of refunded principal. The execution of the Bonds in definitive form by the President or the Vice President of the Board of Commissioners shall constitute conclusive evidence of the approval of all such final details by such officer.

Section 26. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 27. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 9th day of August 2021.

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

By_____
President, Board of Commissioners

[Township Seal]

Attest:

_____
Secretary

EXHIBIT A

Maximum Debt Service Schedule

(attached)

TOWNSHIP OF HAVERFORD

SERIES OF 2021 **MAXIMUM PARAMETERS** *Settle* 9/15/2021

REFUNDS THE SERIES OF 2016 *Dated* 9/15/2021

1	2	3	4	5	6
Date	Max Principal	Max Coupon	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
12/1/2021	360,000	5.000	112,416.67	472,416.67	472,416.67
6/1/2022			257,250.00	257,250.00	
12/1/2022	295,000	5.000	257,250.00	552,250.00	809,500.00
6/1/2023			249,875.00	249,875.00	
12/1/2023	295,000	5.000	249,875.00	544,875.00	794,750.00
6/1/2024			242,500.00	242,500.00	
12/1/2024	295,000	5.000	242,500.00	537,500.00	780,000.00
6/1/2025			235,125.00	235,125.00	
12/1/2025	305,000	5.000	235,125.00	540,125.00	775,250.00
6/1/2026			227,500.00	227,500.00	
12/1/2026	320,000	5.000	227,500.00	547,500.00	775,000.00
6/1/2027			219,500.00	219,500.00	
12/1/2027	335,000	5.000	219,500.00	554,500.00	774,000.00
6/1/2028			211,125.00	211,125.00	
12/1/2028	335,000	5.000	211,125.00	546,125.00	757,250.00
6/1/2029			202,750.00	202,750.00	
12/1/2029	355,000	5.000	202,750.00	557,750.00	760,500.00
6/1/2030			193,875.00	193,875.00	
12/1/2030	370,000	5.000	193,875.00	563,875.00	757,750.00
6/1/2031			184,625.00	184,625.00	
12/1/2031	385,000	5.000	184,625.00	569,625.00	754,250.00
6/1/2032			175,000.00	175,000.00	
12/1/2032	400,000	5.000	175,000.00	575,000.00	750,000.00
6/1/2033			165,000.00	165,000.00	
12/1/2033	415,000	5.000	165,000.00	580,000.00	745,000.00
6/1/2034			154,625.00	154,625.00	
12/1/2034	425,000	5.000	154,625.00	579,625.00	734,250.00
6/1/2035			144,000.00	144,000.00	
12/1/2035	440,000	5.000	144,000.00	584,000.00	728,000.00
6/1/2036			133,000.00	133,000.00	
12/1/2036	440,000	5.000	133,000.00	573,000.00	706,000.00
6/1/2037			122,000.00	122,000.00	
12/1/2037	450,000	5.000	122,000.00	572,000.00	694,000.00
6/1/2038			110,750.00	110,750.00	
12/1/2038	455,000	5.000	110,750.00	565,750.00	676,500.00
6/1/2039			99,375.00	99,375.00	
12/1/2039	460,000	5.000	99,375.00	559,375.00	658,750.00
6/1/2040			87,875.00	87,875.00	
12/1/2040	470,000	5.000	87,875.00	557,875.00	645,750.00
6/1/2041			76,125.00	76,125.00	
12/1/2041	485,000	5.000	76,125.00	561,125.00	637,250.00
6/1/2042			64,000.00	64,000.00	
12/1/2042	490,000	5.000	64,000.00	554,000.00	618,000.00
6/1/2043			51,750.00	51,750.00	
12/1/2043	500,000	5.000	51,750.00	551,750.00	603,500.00
6/1/2044			39,250.00	39,250.00	
12/1/2044	515,000	5.000	39,250.00	554,250.00	593,500.00
6/1/2045			26,375.00	26,375.00	
12/1/2045	520,000	5.000	26,375.00	546,375.00	572,750.00
6/1/2046			13,375.00	13,375.00	
12/1/2046	535,000	5.000	13,375.00	548,375.00	561,750.00
TOTALS	10,650,000		7,485,666.67	18,135,666.67	18,135,666.67

PFM Financial Advisors LLC. 7/6/2021

Search: SHREDDERS>Cross-Cut/Confetti-Cut Shredders>FEL5501701

HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: JULY 12, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: PROPOSED LOCAL SERVICE TAX RULES & REGULATIONS UPDATE

In 2008, the Board of Commissioners enacted the Local Services Tax Ordinance under the authority conferred by the Local Tax Enabling Act (Act 511 of 1965), as amended, 53 P.S. § 6924.101 et seq., and the Home Rule Charter and Optional Plans Law, as amended, 53 Pa. C.S. § 2901 et seq., and appears in the General Laws of the Township of Haverford Pennsylvania at Chapter 165, Article V. This tax generates approximately $600,000-$650,000 per year for Haverford Township and is assessed on every person working in Haverford Township (residents and non-residents) who does not qualify for an exemption and is capped at $52 per year.

In 2013, the Township with the guidance of our business tax solicitor, Jennifer Brown, Esq published Regulations pertaining to the collection and administration of our local service tax ordinance. These Regulations are intended to be a tool to assist local employers on how to effectively and accurately comply, collect and remit the local service tax.

The version before you for consideration has been reviewed by Ms. Brown for changes in case law and has incorporated circumstances, questions and clarifications encountered since its initial publication. The version also incorporates the Local Taxpayer Bill of Rights afforded to all taxpayers. There have been NO change to tax applicability, method of collection, or tax rate. Both a red-lined version and clean copy are included for your reference.

If you have any questions, please do not hesitate to contact me.

HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

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LOCAL SERVICES TAX REGULATIONS

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~~Effective: January 1, 2013~~
Updated: May 15, 2021

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INTRODUCTION

Individuals engaging in an occupation, trade or profession in Haverford Township (the **"Township"**) are required to pay Local Services Taxes.

These Regulations provide a formal interpretation of the Township's Local Services Tax Ordinance (**"LST Ordinance"**). *Haverford Township Code, §§ 165-54 et seq.* These Regulations shall be interpreted, whenever possible, to be consistent with the LST Ordinance. In the event that a provision of these Regulations is inconsistent with the LST Ordinance, the provisions of the LST Ordinance shall prevail and control.

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Taxpayers are entitled to receive a written explanation of their rights and obligations with regard to any audit, appeal, enforcement, refund or collection of local taxes by Haverford Township. The Disclosure Statement is available to Taxpayers at no charge from the Finance Department.

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For additional information and/or copies of the Disclosure Statement, please visit www.haverfordtownship.com or contact:

Haverford Township
Finance Department
~~2325~~1014 Darby Road
Havertown, PA 19083
(610) 446-1000

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LOCAL SERVICES TAX REGULATIONS

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Section 100. Authority.

The Board of Commissioners of Haverford Township enacted the Local Services Tax Ordinance under the authority conferred by the Local Tax Enabling Act (Act 511 of 1965), as amended, 53 P.S. § 6924.101 et seq., and the Home Rule Charter and Optional Plans Law, as amended, 53 Pa. C.S. § 2901 et seq., and appears in the General Laws of the Township of Haverford Pennsylvania at Chapter 165, Article V.

Section 101. Definitions.

Words used in the Local Services Tax Ordinance, and/or these Regulations, but not defined in the Ordinance, these Regulations, by state statute, or by the Pennsylvania judiciary, will be interpreted using the common and ordinary meaning afforded to such words in a local tax context.

As used in these Regulations:

EARNED INCOME - Compensation as this term is defined in ~~Section 6913~~Chapter 5 of the Local Tax Enabling Act (relating to earned income taxes) ~~of the Local Tax Enabling Act~~53 P.S. §6924.501.

EMPLOYER - An individual, partnership, association, limited liability corporation, limited liability partnership, corporation, governmental body, agency or other entity employing one or more persons on a salary, wage, commission or other compensation basis, including a self-employed person.

INDIVIDUAL - Any natural person engaged in any occupation, trade or profession within Haverford Township.

LST - Haverford Township Local Services Tax.

NET PROFITS - The net income from the operation of a business, profession or other activity, as this term is defined in ~~Section 6913~~Chapter 5 of the Local Tax Enabling Act (relating to earned income taxes) ~~of the Local Tax Enabling Act~~53 P.S. §6924.501.

OCCUPATION - Any trade, profession, business or undertaking of any type, kind or character (including services, domestic or other, earned in or performed within Haverford Township) for which compensation is charged or received, whether by means of salary, wages, commission, tips, or fees for services rendered.

TAX - The Local Services Tax at the rate fixed in § 165-55 of the General Laws of the Township of Haverford.

TAX ADMINISTRATOR - The Finance Director of Haverford Township, or his or her duly authorized representative.

TAX YEAR - The period from January 1 until December 31 in any year; a calendar year.

HAVERFORD TOWNSHIP - The area within the corporate limits and boundaries of Haverford Township.

TOWNSHIP - Haverford Township, Delaware County, Pennsylvania.

Section 102. Rate and Subject of Tax.

All individuals who engage in an occupation, trade or profession in Haverford Township for any length of time are subject to the Local Services Tax. The rate of the tax is $52.00 per year. The tax is assessed on a *pro rata* basis, i.e., the tax is divided by the number of annual payroll periods of the employer and is withheld each payroll period in which the individual is engaged in an occupation.

Examples:

Weekly payroll:	52 pay periods. Tax is assessed at $1 per pay.
Bi-weekly payroll:	26 pay periods. Tax is assessed at $2 per pay.
Semi-monthly payroll:	24 pay periods. Tax is assessed at $2.16 per pay.
Monthly payroll:	12 pay periods. Tax is assessed at $4.33 per pay.
Other payroll:	Irregular pay periods, e.g., self-employed and employment with unusual, or irregular pay periods. Each calendar quarter is treated as a 13-week pay period and the Tax is assessed at a rate of $13 per quarter. This amount is prorated for individuals employed less than the entire 13-week period of a particular quarter.

The Tax can be no more than $52 on each individual for each calendar year, regardless of the number of municipalities in which the individual may be employed.

If an individual is employed by more than one employer in any given payroll period, only one employer may withhold the Tax. The employee should file an Application for Exemption of Tax with the second employer and include a pay statement from his/her principal employer that shows the length of the payroll period and the amount of Tax withheld.

An individual engaged in an occupation, trade or profession in Haverford who spends time working outside the Township is subject to the LST if the individual's employer or primary place of business is in Haverford.

Example: Taxpayer is a sales representative for a distributor of medical supplies located in Haverford Township. Taxpayer travels 80% of the time to customers in various states, and works at the Haverford office several days each month.

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Taxpayer is subject to the LST and must pay on all weeks of his employment, not just those weeks worked in Haverford.

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Section 103. Individuals Exempt from Tax.

(A) Minimum Income. Any individual whose total earned income (including tips) and net profits from all sources connected to Haverford Township is less than $12,000 for the calendar year is exempt from the payment of the Tax for that calendar year. For the purpose of this income test, earnings and net profits from business activities conducted outside Haverford Township are treated as connected to Haverford Township when the individual's employer or primary place of business is in the Township.

(B) Disabled Veterans. Under state law, any individual who served in any war or armed conflict of the United States and received an honorable discharge or was released under honorable circumstances from active service, is exempt if, as a result of military service, the individual is blind, paraplegic or a double or quadruple amputee or has a service-connected disability declared by the United States Veterans' Administration to be a total (100 percent) disability.

(C) Reservists on Active Duty. Any individual who serves as a member of a reserve component of the armed forces and is on, or is called to, active duty at any time during the taxable year is exempt from Local Services Tax for that year. This includes reservists in the United States Army Reserve, United States Navy Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, the Pennsylvania Army National Guard or the Pennsylvania Air National Guard.

Section 104. Procedure to Claim Exemption.

Any individual seeking to claim exemption from the LST must annually file an exemption certificate with the Township and with his/her employer and attach copies of documents in support of a claimed exemption.

An individual claiming exemption under the Minimum Income provision (Section 103(A)) must affirm that he/she reasonably expects to receive earned income and net profits from all sources connected to Haverford Township of less than $12,000 in the calendar year.

The individual must use the exemption certificate form that is provided by or available from the Township and must attach to the certificate his/her last pay stub(s) or W-2 form(s) from employment within Haverford Township for the prior year. If the exempt status results from special circumstances, attach a statement to that effect with an explanation and supporting documents.

If during the year the individual does earn income or net profits that aggregate $12,000 or more, or is otherwise no longer eligible for exemption, he/she must notify both the Township and his/her

employer(s) immediately, at which time the amount of Tax owed or coming due will be withheld by the employer and remitted to the Township with the next quarterly LST return.

Example: Taxpayer is a part-time employee who works in the Township. Based on his W-2 earnings of $8,000 from last year, Taxpayer files an exemption certificate with Haverford and his employer in early January of the current year. No LST is withheld from Taxpayer or paid to Haverford for the first three calendar quarters.

Early in October, Taxpayer's year-to-date earnings exceed $12,000. Taxpayer must notify Haverford Township and his employer, and Taxpayer's employer must withhold the full amount of tax for the previous three quarters and initiate withholding for subsequent pay periods in accordance with Section 102 of these Regulations. Taxpayer's total tax of $52 is paid to Haverford with the employer's filing of its fourth quarter LST return.

In the event of a dispute, the Tax Administrator determines whether an individual qualifies for exemption.

Section 105. Duty of Employers to Collect.

Each and every employer who has a business location in the Township or engages in business in the Township is required to collect the Tax from its employees and remit the Tax to the Township.

An employer is generally not responsible for investigating exemption certificates, monitoring tax exemption eligibility, or exempting any employee from the Local Services Tax. However, if at any time during the year, an employer has paid an employee who has claimed an exemption an aggregate of $12,000 or more, the employer must withhold and remit Tax in accordance with these Regulations and the LST Ordinance.

An employer is responsible for paying the required amount of Tax based on the number of non-exempt employees whether or not the employer has collected the Tax from his/her employees. In this way, the employer is responsible for the payment of Tax in full as though the Tax had been originally levied against the employer. However, an employer is generally not responsible for failing to withhold and remit Tax if the failure to withhold Tax arises from incorrect information submitted by the employee as to the employee's place or places of employment, the employee's principal office or where the employee is principally employed. Further, an employer is not liable for payment of the LST in an amount exceeding the amount withheld by the employer if the employer has complied with the provisions of the Ordinance concerning exemptions and remits the amount so withheld in accordance with the Ordinance.

Section 106. Returns.

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(A) Who Must File. Each employer must prepare and file a return showing a computation of the Tax on forms provided by or made available by the Township. An authorized representative of the employer must sign the LST return.

(B) How to Complete Return. The LST quarterly returns are completed as follows:

1. In Line 1, enter number of employees being reported for the quarter.
2. In Line 2, enter the total LST withheld for the quarter.
3. In Line 3, calculate the penalty (5%) of the tax principal that is due if you are filing the return late.
4. In Line 4, calculate the interest (annual rate of 6%) due on the tax principal for each month or part thereof that the tax return is late.
5. In Line 5, enter the total amount (tax principal and any penalty and interest) due to the Township.
6. The LST tax return must be signed by an authorized individual. If the taxpayer is a corporation (C corporation, S corporation or limited liability company), the tax return must be signed by an officer or member. If the taxpayer is a limited or general partnership, the tax return must be signed by a partner. Enter the authorized individual's title and date of signature.
7. Verify the legal name of the taxpayer and mailing address.

Section 107. Due Dates for Returns.

Employers must file a Local Services Tax return for each calendar quarter. Payment of the LST must be remitted with the quarterly returns. The quarterly returns are due on or before the last day of the month following the end of each calendar quarter: April 30, July 31, October 31 and January 31. If any due date falls on a Saturday, Sunday, or legal holiday, returns filed on the next business day will be accepted as timely. Returns submitted by mail or are deemed to be filed on the date of the U.S. postmark. Returns submitted by other means are considered filed on the date the returns are received by the Township.

Section 108. Self-Employed Individuals.

Every self-employed individual who offers or performs services of any type or kind, or engages in any occupation, trade or profession in Haverford Township is subject to the LST. See Section 102 above.

Example: Taxpayer, Joe Smith, is the member of a single member limited liability corporation and reports the LLC income on Schedule C for purposes of his federal form 1040. Joe is considered self-employed and is subject to the LST.

Section 109. Individuals Engaged in More Than One Occupation or Employed in More Than One Political Subdivision.

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The situs of the Tax shall be the place of employment on the first day the individual becomes subject to the Tax during each payroll period. In the event an individual is engaged in more than one occupation, that is, concurrent employment, or an occupation that requires the individual working in more than one political subdivision during a payroll period, the priority of claim to collect the LST shall be in the following order:

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(A) First, the political subdivision in which an individual maintains his or her principal office or is principally employed;

(B) Second, the political subdivision in which the individual resides and works if the Tax is levied by that political subdivision;

(C) Third, the political subdivision in which an individual is employed and which imposes the Tax nearest in miles to the person's home.

In case of dispute, a tax receipt of the taxing authority for that calendar year declaring that the Taxpayer has made prior payment constitutes *prima facie* certification of payment to all other political subdivisions.

Section 110. Nonresidents Subject to Tax.

All employers and self-employed individuals residing or having their places of business outside of Haverford Township, but who offer or perform services of any type or kind or engage in any occupation, trade or profession within Haverford Township, are subject to the Local Services Tax just as if they were residents of the Township.

Any individual engaged in an occupation, trade or profession within the Township and any employee of a nonresidential employer will be considered a self-employed individual, and in the event his or her Tax is not paid, the Township can collect the Tax either from the employer or the employee.

Section 111. Administration of Tax.

(A) Duties of Tax Administrator. The Tax Administrator accepts and receives payments of the Tax and keeps a record showing the amount received from each employer or self-employed individual, together with the date the Tax was received.

(B) Audit or Review of Employer Records. The Tax Administrator or his designated representative is authorized to examine the books and payroll records of any employer in order to verify the accuracy of any return made by an employer or, if no return was made, to ascertain the Tax due. Each employer is required to give the Tax Administrator or his designee the means, facilities and opportunity for such examination.

(C) Assessment Based on Estimate. In the event an employer does not have sufficient records to support the correct calculation of the tax, or fails to make books and records available for examination, the Tax Administrator is authorized to ascertain the Tax due using estimates.

Section 112. Interest, Penalty, Suits for Collection.

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(A) Penalty and Interest. If for any reason the quarterly returns are not filed, or the correct tax is not paid when due, interest at the rate of ~~one-half (½) percent~~6% per ~~month or fraction of a month~~year on the amount of such Tax shall be calculated and added to the tax liability, beginning with the due date of the Tax and a penalty of 5% shall be added to the flat rate of such Tax.

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(B) Collection. In the event that any Tax remains due or unpaid 30 days after the due date, the Township may institute legal action for the recovery of Tax due, together with interest

and penalty. The individual liable for unpaid tax shall also responsible and liable for the Township's costs of collection, including but not limited to, legal or other professional fees.

(C) Fines.

1. Whoever makes any false or untrue statement on any return required by the Ordinance, or whoever refuses inspection of the books, records or accounts in his custody and control setting forth the number of employees subject to this Tax who are in his employment, or whoever fails or refuses to file any return required by the Ordinance or whoever fails to collect or withhold or, having collected and withheld, fails to pay the tax due, shall, upon conviction thereof, be sentenced to pay a fine or penalty to the Township of not more than $600 and costs of prosecution for each offense, and, in default of payment of such fine and costs, to imprisonment for not more than 30 days. The action to enforce the penalty herein prescribed may be instituted against any person in charge of the business of any employer who shall have failed or who refuses to file a return required by this article and shall include self-employed individuals.

2. Any employee or individual who submits false statements regarding eligibility for exemption or submits a false exemption certificate shall be guilty of a violation of the Ordinance, and, upon conviction thereof, shall be sentenced to pay a fine of not more than $600 and costs of prosecution for each offense, and, in default of payment of such fine and costs, to imprisonment for not more than 30 days.

3. The Tax Administrator is empowered to proceed by citation against any person, officer, agent, servant or employee who has violated the provisions of these Regulations or the LST Ordinance.

Section 113. Refunds to Exempt Employees.

The Tax Administrator shall determine eligibility for exemption and provide refunds to exempt individuals who have paid tax to the Township. Claims for refunds by exempt individuals will be denied in cases where the employer failed to remit the withheld LST to the Township.

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Section 114. Refund of Overpayments, Interest on Overpayments.

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(A) Taxpayer Request for Refund of Overpayments. Any Taxpayer who has made an overpayment of Tax to the Township may file a written request with the Tax Administrator for a refund or credit. A request for refund shall be made within three years of the due date for filing the tax return, or one year after actual payment of the Tax, whichever is later. If no return (or report) is required, the request shall be made within three years after the due date for payment of the Tax or within one year after actual payment of the Tax, whichever is later. A request for refund shall not be considered complete and filed unless and until all information necessary for the Township to determine the merits of the request have been received by the Township. A request for refund shall not be considered a Petition for Administrative Appeal and shall not preclude a Taxpayer from submitting a Petition for Administrative Appeal in accordance with the Township's Local Taxpayers Bill of Rights.

(B) Interest on Overpayments. All overpayments of Tax due to the Township shall bear simple interest from the date of the overpayment until the date of resolution. ~~(See, as those terms are defined in the Local Taxpayer Bill of Rights Act, 53 Pa. C.S. § 8426.)~~.

1. **Rate of Interest.** Interest on overpayments shall be allowed and paid at the same rate as the Commonwealth is required to pay pursuant to Section 806.1 of the Act of April 9, 1929 (P.L. 343, No.176), known as The Fiscal Code.

2. **75 Days Before Interest Accrues.** No interest shall be allowed if an overpayment is refunded (or applied against any other tax, interest or penalty due the Township) within 75 days after the last date prescribed for filing the report of the tax liability or within 75 days after the date the return or report of the liability due is filed, whichever is later.

3. **No Interest on Overpayments of Interest and Penalty.** Overpayments of interest or penalty shall not bear any interest.

Section 115. Dishonored Checks.

If any check received in payment of Taxes is returned unpaid for any reason by a financial institution, there shall be added to the tax due the sum charged for dishonored checks established by the Township.

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Section 116. Verification of Records, Audits, Response Periods, Prior Year Returns.

The Finance Director, or his/her designee, is authorized to examine any of the books, papers, and records of any Individual or Employer, in order to verify the accuracy of any return made or, if no return has been made, to arrive at a reasonable assessment of the amount of tax, interest, and penalty due.

A. Issuance of Subpoenas to Compel Attendance and Production. The Finance Director is authorized to issue subpoenas to compel the attendance of persons deemed by the Finance Director to be necessary to examine as witnesses, and to compel the production of books, records, and papers relating to any person or business entity under examination.

B. Minimum Time Periods for Taxpayer Response. Employers and Individuals shall have at least 30 calendar days from the mailing date to respond to an initial request for information from the Township. The Finance Director shall notify any person from whom information is initially requested of the procedures to obtain an extension of time in which to respond, and shall grant reasonable extensions of time in which to respond for good cause shown. No action shall be taken against a Employer or Individual for the tax year in question until the expiration of the response period, including extensions.

C. Inquiry as to Prior Year Returns. Except as provided below, an initial inquiry regarding compliance with the Tax may include taxes required to be paid or tax returns required to be filed no more than three years prior to the mailing date of the notice of such inquiry. If, after the initial request, the Finance Director or his/her agent determines that the Employer or Individual has failed to file a tax return, underreported income, or failed to pay a Tax for one or more of the tax periods covered by the initial request, subsequent requests for tax returns or supporting information may be made. Subsequent requests will be limited to two additional years (for a total of five years prior to the first date of initial inquiry), unless no return was filed or a fraudulent return was filed, in which case the Township may request information for another additional year (for a total of six years prior to the first date of initial inquiry). Note, however, that in the event the Finance Director has sufficient information to indicate that a return was not filed or tax was not paid that was due more than three years prior to the date of the notice, an initial request is not limited to three years and may include as many as six years prior to the date of the initial inquiry.

Section 117. Procedures for the Conduct of Taxpayer Audits.

The following procedures shall be followed during the conduct of an audit:

A. Notice of Audit. The Employer or Individual shall be notified in writing of a scheduled audit at least 30 days in advance. The notice of audit shall contain the following information:

1. The tax years subject to audit;

2. The date, place, and time for the audit to be conducted;

3. A description of the information, books and records to be produced; and

4. The notice as to the availability of the disclosure statement of the Taxpayer's rights and obligations.

B. Rescheduling Audit. The Taxpayer may request that the audit be rescheduled, provided that it is rescheduled within a reasonable time not exceeding 30 days.

C. Representation at Audit. The Taxpayer may have a representative present during the audit.

D. Use of Estimates. In the event that the information, books and records provided are not sufficient for the purpose of verifying the correct amount of tax, the Finance Director is authorized to ascertain the amount of tax due through the use of estimates.

E. **Audit Results.** In the event a notice of assessment is issued as a result of an audit, the Employer or Individual, as the case may be, shall be provided with a copy of the auditor's report of findings and conclusions, including the calculation of any tax, interest and/or penalty found to be due.

Section 118. Examination of Return, Notice of Assessment.

A. **Examination of Return.** The Tax Receiver shall examine every return as soon after filing as practical to determine the correct amount of tax according to the filing. If the Tax Receiver finds that the amount of tax shown on the return is less than the correct amount, the Tax Receiver shall notify the Taxpayer in writing of the amount of the underpayment (deficiency) assessed. A Notice of Assessment, whether as a result of an examination of a return, as a result of an audit, or otherwise, shall be in writing and include:

1. The tax period or periods for which the underpayment is asserted.

2. The amount of the underpayment detailed by tax period.

3. The legal basis upon which the Township has relied to determine that an underpayment exists.

4. An itemization of the revisions made by the Township to a return filed by the Taxpayer that result in the determination that an underpayment exists.

If the Tax Receiver finds that the tax that has been paid is more than the correct amount, the Tax Receiver shall credit the overpayment against any taxes owed by the Employer or Individual, as the case may be, and shall refund the difference. Written notice of such action by the Tax Receiver shall be provided.

Section 119. Petition for Reassessment.

Within 90 days of the date of a Notice of Assessment, the assessed party may make a request for reassessment by completing and submitting a Petition for Administrative Appeal that will be forwarded for decision to a Local Tax Hearing Officer appointed by the Township. *See section ____ hereof.*

Section 120. Confidential Nature of Tax Information.

Any information learned or obtained by the Finance Director or any official, agent or employee of the Township as a result of any audit, return, report, investigation, hearing or verification required or authorized by the Finance Director shall be confidential tax information and must be kept confidential by the Township except for official purposes or as required otherwise by law.

Section 121. Dishonored Checks.

If any check received in payment of taxes is returned unpaid by the bank, there shall be added to the tax due the sum charged for dishonored checks established by the Township.

Section 122. Administrative Appeals.

In order to appeal any assessment, determination or denial of refund of tax, the appealing party must file a Petition for Administrative Appeal with the Finance Director. All Petitions shall be mailed or delivered to: Haverford Township, Finance Director, 1014 Darby Road, Havertown, PA 19083.

A. Petitions for Administrative Appeal. Petitions shall be in writing on a form substantially similar to that provided in the Disclosure Statement, which is available from the Finance Department. A petition is timely filed if the letter transmitting the petition is postmarked by the United States Postal Service on or before the final day on which the petition is required to be filed. If hand delivered, a Petition will be deemed to be filed on the date received in the Office of the Finance Department at the address shown above.

B. Contents of Petition for Administrative Appeal. Petitions shall: (1) state the name, address and telephone number of the appealing party, (2) identify the tax and tax period(s) to which the Petition pertains, (3) state the amount of tax appealed and the legal basis for the appeal (i.e., state how or why the assessment is incorrect; or why a refund request should have been granted), (4) provide copies of all supporting documentation and calculations, (5) state whether an oral hearing is requested, and (6) certify under penalty of perjury that the facts in the Petition are true and correct and that the Petition is not filed for purposes of delay.

C. Deadlines for Filing Petition for Administrative Appeal.

1. Refund Petitions shall be filed within three years after the due date for filing the report, or one year after actual payment of tax, whichever is later. If no report is required, the petition shall be filed within three years after the due date for payment of the tax or within one year after actual payment, whichever is later.

2. Petitions for Reassessment of tax shall be filed within 90 days of the date of the assessment notice.

D. Administrative Appeals Process and Procedure. Upon receipt of a timely filed Petition for Administrative Appeal, the Finance Director will: (a) promptly schedule a hearing if a hearing has been requested (if a hearing is not requested, the Petition will be determined on the record before the Local Tax Hearing Officer), (b) provide the appealing party with a Notice of Hearing (setting forth the time, date, and location of the hearing), and (c) forward the petition to the Local Tax Hearing Officer appointed by the Township. Unless the date of the hearing is agreed upon by all parties, the Finance Director shall give at least seven days written notice of the hearing to all parties.

1. Hearings. Hearings shall be held at the Township Municipal Building, 1014 Darby Road, Havertown, PA, unless otherwise directed by the Hearing Officer. Hearings will be informal in nature and technical rules of evidence will not be applicable.

(a) Representation. Appealing parties may appear before the Hearing Officer with or without benefit of representation. Any person seeking to represent an appealing

party at the hearing must first be so authorized by the Taxpayer in writing. A Taxpayer's representative need not be professionally trained, but should be familiar with the Tax Ordinance, these Regulations and the facts of the case.

(b) Presentation of Evidence. Evidence may be submitted and considered that possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs. Unless waived by the parties, testimony shall be under oath or affirmation, administered by the Hearing Officer. Copies or photographs of all records and other exhibits shall be provided to all parties and to the Hearing Officer. Any party may have a recording or a transcript made of the hearing at the party's expense.

(c) Failure to Appear. The hearing may proceed in the absence of any party who fails to appear, after notice, but the Hearing Officer's Decision shall not be based solely upon the failure of a party to appear.

2. Hearing Officer's Decision. After the conclusion of the hearing, the Hearing Officer shall issue a written Decision to the parties. The Decision is considered timely issued so long as it is mailed, faxed, emailed or otherwise transmitted to the parties on or before the deadline. The deadline to issue a decision is 60 days from the date of the filing of the petition; however, the parties may jointly waive their rights to a decision within 60 days.

Section 513. Judicial Appeal.

Any person aggrieved by a decision of the Local Tax Hearing Officer who has a direct interest in the decision has the right to appeal to the Court of Common Pleas of Delaware County, Pennsylvania.

Section 514. Construction.

If any sentence, clause, or section or part of these regulations is, for any reason, found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, or sections or parts of these regulations. These regulations would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

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END

HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

LOCAL SERVICES TAX REGULATIONS

372377v1

Updated: May 15, 2021

INTRODUCTION

Individuals engaging in an occupation, trade or profession in Haverford Township (the **"Township"**) are required to pay Local Services Taxes.

These Regulations provide a formal interpretation of the Township's Local Services Tax Ordinance (**"LST Ordinance"**). *Haverford Township Code, §§ 165-54 et seq.* These Regulations shall be interpreted, whenever possible, to be consistent with the LST Ordinance. In the event that a provision of these Regulations is inconsistent with the LST Ordinance, the provisions of the LST Ordinance shall prevail and control.

Taxpayers are entitled to receive a written explanation of their rights and obligations with regard to any audit, appeal, enforcement, refund or collection of local taxes by Haverford Township. The Disclosure Statement is available to Taxpayers at no charge from the Finance Department.

For additional information and/or copies of the Disclosure Statement, please visit www.haverfordtownship.com or contact:

Haverford Township
Finance Department
1014 Darby Road
Havertown, PA 19083
(610) 446-1000

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LOCAL SERVICES TAX REGULATIONS

Section 100. Authority.

The Board of Commissioners of Haverford Township enacted the Local Services Tax Ordinance under the authority conferred by the Local Tax Enabling Act (Act 511 of 1965), as amended, 53 P.S. § 6924.101 et seq., and the Home Rule Charter and Optional Plans Law, as amended, 53 Pa. C.S. § 2901 et seq., and appears in the General Laws of the Township of Haverford Pennsylvania at Chapter 165, Article V.

Section 101. Definitions.

Words used in the Local Services Tax Ordinance, and/or these Regulations, but not defined in the Ordinance, these Regulations, by state statute, or by the Pennsylvania judiciary, will be interpreted using the common and ordinary meaning afforded to such words in a local tax context.

As used in these Regulations:

EARNED INCOME - Compensation as this term is defined in Chapter 5 of the Local Tax Enabling Act (relating to earned income taxes) 53 P.S. §6924.501.

EMPLOYER - An individual, partnership, association, limited liability corporation, limited liability partnership, corporation, governmental body, agency or other entity employing one or more persons on a salary, wage, commission or other compensation basis, including a self-employed person.

INDIVIDUAL - Any natural person engaged in any occupation, trade or profession within Haverford Township.

LST - Haverford Township Local Services Tax.

NET PROFITS - The net income from the operation of a business, profession or other activity, as this term is defined in Chapter 5 of the Local Tax Enabling Act (relating to earned income taxes) 53 P.S. §6924.501.

OCCUPATION - Any trade, profession, business or undertaking of any type, kind or character (including services, domestic or other, earned in or performed within Haverford Township) for which compensation is charged or received, whether by means of salary, wages, commission, tips, or fees for services rendered.

TAX - The Local Services Tax at the rate fixed in § 165-55 of the General Laws of the Township of Haverford.

TAX ADMINISTRATOR - The Finance Director of Haverford Township, or his or her duly authorized representative.

TAX YEAR - The period from January 1 until December 31 in any year; a calendar year.

HAVERFORD TOWNSHIP - The area within the corporate limits and boundaries of Haverford Township.

TOWNSHIP - Haverford Township, Delaware County, Pennsylvania.

Section 102. Rate and Subject of Tax.

All individuals who engage in an occupation, trade or profession in Haverford Township for any length of time are subject to the Local Services Tax. The rate of the tax is $52.00 per year. The tax is assessed on a *pro rata* basis, i.e., the tax is divided by the number of annual payroll periods of the employer and is withheld each payroll period in which the individual is engaged in an occupation.

Examples:

Weekly payroll:	52 pay periods. Tax is assessed at $1 per pay.
Bi-weekly payroll:	26 pay periods. Tax is assessed at $2 per pay.
Semi-monthly payroll:	24 pay periods. Tax is assessed at $2.16 per pay.
Monthly payroll:	12 pay periods. Tax is assessed at $4.33 per pay.
Other payroll:	Irregular pay periods, e.g., self-employed and employment with unusual, or irregular pay periods. Each calendar quarter is treated as a 13-week pay period and the Tax is assessed at a rate of $13 per quarter. This amount is prorated for individuals employed less than the entire 13-week period of a particular quarter.

The Tax can be no more than $52 on each individual for each calendar year, regardless of the number of municipalities in which the individual may be employed.

If an individual is employed by more than one employer in any given payroll period, only one employer may withhold the Tax. The employee should file an Application for Exemption of Tax with the second employer and include a pay statement from his/her principal employer that shows the length of the payroll period and the amount of Tax withheld.

An individual engaged in an occupation, trade or profession in Haverford who spends time working outside the Township is subject to the LST if the individual's employer or primary place of business is in Haverford.

Example: Taxpayer is a sales representative for a distributor of medical supplies located in Haverford Township. Taxpayer travels 80% of the time to customers in various states, and works at the Haverford office several days each month.
Taxpayer is subject to the LST and must pay on all weeks of his employment, not just those weeks worked in Haverford.

Section 103. Individuals Exempt from Tax.

(A) Minimum Income. Any individual whose total earned income (including tips) and net profits from all sources connected to Haverford Township is less than $12,000 for the calendar year is exempt from the payment of the Tax for that calendar year. For the purpose of this income test, earnings and net profits from business activities conducted outside Haverford Township are treated as connected to Haverford Township when the individual's employer or primary place of business is in the Township.

(B) Disabled Veterans. Under state law, any individual who served in any war or armed conflict of the United States and received an honorable discharge or was released under honorable circumstances from active service, is exempt if, as a result of military service, the individual is blind, paraplegic or a double or quadruple amputee or has a service-connected disability declared by the United States Veterans' Administration to be a total (100 percent) disability.

(C) Reservists on Active Duty. Any individual who serves as a member of a reserve component of the armed forces and is on, or is called to, active duty at any time during the taxable year is exempt from Local Services Tax for that year. This includes reservists in the United States Army Reserve, United States Navy Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, the Pennsylvania Army National Guard or the Pennsylvania Air National Guard.

Section 104. Procedure to Claim Exemption.

Any individual seeking to claim exemption from the LST must annually file an exemption certificate with the Township and with his/her employer and attach copies of documents in support of a claimed exemption.

An individual claiming exemption under the Minimum Income provision (Section 103(A)) must affirm that he/she reasonably expects to receive earned income and net profits from all sources connected to Haverford Township of less than $12,000 in the calendar year.

The individual must use the exemption certificate form that is provided by or available from the Township and must attach to the certificate his/her last pay stub(s) or W-2 form(s) from employment within Haverford Township for the prior year. If the exempt status results from special circumstances, attach a statement to that effect with an explanation and supporting documents.

If during the year the individual does earn income or net profits that aggregate $12,000 or more, or is otherwise no longer eligible for exemption, he/she must notify both the Township and his/her employer(s) immediately, at which time the amount of Tax owed or coming due will be withheld by the employer and remitted to the Township with the next quarterly LST return.

Example: Taxpayer is a part-time employee who works in the Township. Based on his W-2 earnings of $8,000 from last year, Taxpayer files an exemption certificate with Haverford and his employer in early January of the current year. No LST is withheld from Taxpayer or paid to Haverford for the first three calendar quarters.

Early in October, Taxpayer's year-to-date earnings exceed $12,000. Taxpayer must notify Haverford Township and his employer, and Taxpayer's employer must withhold the full amount of tax for the previous three quarters and initiate withholding for subsequent pay periods in accordance with Section 102 of these Regulations. Taxpayer's total tax of $52 is paid to Haverford with the employer's filing of its fourth quarter LST return.

In the event of a dispute, the Tax Administrator determines whether an individual qualifies for exemption.

Section 105. Duty of Employers to Collect.

Each and every employer who has a business location in the Township or engages in business in the Township is required to collect the Tax from its employees and remit the Tax to the Township.

An employer is generally not responsible for investigating exemption certificates, monitoring tax exemption eligibility, or exempting any employee from the Local Services Tax. However, if at any time during the year, an employer has paid an employee who has claimed an exemption an aggregate of $12,000 or more, the employer must withhold and remit Tax in accordance with these Regulations and the LST Ordinance.

An employer is responsible for paying the required amount of Tax based on the number of non-exempt employees whether or not the employer has collected the Tax from his/her employees. In this way, the employer is responsible for the payment of Tax in full as though the Tax had been originally levied against the employer. However, an employer is generally not responsible for failing to withhold and remit Tax if the failure to withhold Tax arises from incorrect information submitted by the employee as to the employee's place or places of employment, the employee's principal office or where the employee is principally employed. Further, an employer is not liable for payment of the LST in an amount exceeding the amount withheld by the employer if the employer has complied with the provisions of the Ordinance concerning exemptions and remits the amount so withheld in accordance with the Ordinance.

Section 106. Returns.

(A) Who Must File. Each employer must prepare and file a return showing a computation of the Tax on forms provided by or made available by the Township. An authorized representative of the employer must sign the LST return.

(B) How to Complete Return. The LST quarterly returns are completed as follows:

1. In Line 1, enter number of employees being reported for the quarter.
2. In Line 2, enter the total LST withheld for the quarter.
3. In Line 3, calculate the penalty (5%) of the tax principal that is due if you are filing the return late.
4. In Line 4, calculate the interest (annual rate of 6%) due on the tax principal for each month or part thereof that the tax return is late.
5. In Line 5, enter the total amount (tax principal and any penalty and interest) due to the Township.

6. The LST tax return must be signed by an authorized individual. If the taxpayer is a corporation (C corporation, S corporation or limited liability company), the tax return must be signed by an officer or member. If the taxpayer is a limited or general partnership, the tax return must be signed by a partner. Enter the authorized individual's title and date of signature.
7. Verify the legal name of the taxpayer and mailing address.

Section 107. Due Dates for Returns.

Employers must file a Local Services Tax return for each calendar quarter. Payment of the LST must be remitted with the quarterly returns. The quarterly returns are due on or before the last day of the month following the end of each calendar quarter: April 30, July 31, October 31 and January 31. If any due date falls on a Saturday, Sunday, or legal holiday, returns filed on the next business day will be accepted as timely. Returns submitted by mail or are deemed to be filed on the date of the U.S. postmark. Returns submitted by other means are considered filed on the date the returns are received by the Township.

Section 108. Self-Employed Individuals.

Every self-employed individual who offers or performs services of any type or kind, or engages in any occupation, trade or profession in Haverford Township is subject to the LST. See Section 102 above.

Example: Taxpayer, Joe Smith, is the member of a single member limited liability corporation and reports the LLC income on Schedule C for purposes of his federal form 1040. Joe is considered self-employed and is subject to the LST.

Section 109. Individuals Engaged in More Than One Occupation or Employed in More Than One Political Subdivision.

The situs of the Tax shall be the place of employment on the first day the individual becomes subject to the Tax during each payroll period. In the event an individual is engaged in more than one occupation, that is, concurrent employment, or an occupation that requires the individual working in more than one political subdivision during a payroll period, the priority of claim to collect the LST shall be in the following order:

(A) **First,** the political subdivision in which an individual maintains his or her principal office or is principally employed;

(B) **Second,** the political subdivision in which the individual resides and works if the Tax is levied by that political subdivision;

(C) **Third,** the political subdivision in which an individual is employed and which imposes the Tax nearest in miles to the person's home.

In case of dispute, a tax receipt of the taxing authority for that calendar year declaring that the Taxpayer has made prior payment constitutes *prima facie* certification of payment to all other political subdivisions.

Section 110. Nonresidents Subject to Tax.

All employers and self-employed individuals residing or having their places of business outside of Haverford Township, but who offer or perform services of any type or kind or engage in any occupation, trade or profession within Haverford Township, are subject to the Local Services Tax just as if they were residents of the Township.

Any individual engaged in an occupation, trade or profession within the Township and any employee of a nonresidential employer will be considered a self-employed individual, and in the event his or her Tax is not paid, the Township can collect the Tax either from the employer or the employee.

Section 111. Administration of Tax.

(A) Duties of Tax Administrator. The Tax Administrator accepts and receives payments of the Tax and keeps a record showing the amount received from each employer or self-employed individual, together with the date the Tax was received.

(B) Audit or Review of Employer Records. The Tax Administrator or his designated representative is authorized to examine the books and payroll records of any employer in order to verify the accuracy of any return made by an employer or, if no return was made, to ascertain the Tax due. Each employer is required to give the Tax Administrator or his designee the means, facilities and opportunity for such examination.

(C) Assessment Based on Estimate. In the event an employer does not have sufficient records to support the correct calculation of the tax, or fails to make books and records available for examination, the Tax Administrator is authorized to ascertain the Tax due using estimates.

Section 112. Interest, Penalty, Suits for Collection.

(A) Penalty and Interest. If for any reason the quarterly returns are not filed, or the correct tax is not paid when due, interest at the rate of 6% per year on the amount of such Tax shall be calculated and added to the tax liability, beginning with the due date of the Tax and a penalty of 5% shall be added to the flat rate of such Tax.

(B) Collection. In the event that any Tax remains due or unpaid 30 days after the due date, the Township may institute legal action for the recovery of Tax due, together with interest and penalty. The individual liable for unpaid tax shall also responsible and liable for the Township's costs of collection, including but not limited to, legal or other professional fees.

(C) Fines.

1. Whoever makes any false or untrue statement on any return required by the Ordinance, or whoever refuses inspection of the books, records or accounts in his custody and control setting forth the number of employees subject to this Tax who are in his employment, or whoever fails or refuses to file any return required by the Ordinance or whoever fails to collect or withhold or, having collected and withheld, fails to pay the tax due, shall, upon conviction thereof,

be sentenced to pay a fine or penalty to the Township of not more than $600 and costs of prosecution for each offense, and, in default of payment of such fine and costs, to imprisonment for not more than 30 days. The action to enforce the penalty herein prescribed may be instituted against any person in charge of the business of any employer who shall have failed or who refuses to file a return required by this article and shall include self-employed individuals.

2. Any employee or individual who submits false statements regarding eligibility for exemption or submits a false exemption certificate shall be guilty of a violation of the Ordinance, and, upon conviction thereof, shall be sentenced to pay a fine of not more than $600 and costs of prosecution for each offense, and, in default of payment of such fine and costs, to imprisonment for not more than 30 days.

3. The Tax Administrator is empowered to proceed by citation against any person, officer, agent, servant or employee who has violated the provisions of these Regulations or the LST Ordinance.

Section 113. Refunds to Exempt Employees.

The Tax Administrator shall determine eligibility for exemption and provide refunds to exempt individuals who have paid tax to the Township. Claims for refunds by exempt individuals will be denied in cases where the employer failed to remit the withheld LST to the Township.

Section 114. Refund of Overpayments, Interest on Overpayments.

(A) Taxpayer Request for Refund of Overpayments. Any Taxpayer who has made an overpayment of Tax to the Township may file a written request with the Tax Administrator for a refund or credit. A request for refund shall be made within three years of the due date for filing the tax return, or one year after actual payment of the Tax, whichever is later. If no return (or report) is required, the request shall be made within three years after the due date for payment of the Tax or within one year after actual payment of the Tax, whichever is later. A request for refund shall not be considered complete and filed unless and until all information necessary for the Township to determine the merits of the request have been received by the Township. A request for refund shall not be considered a Petition for Administrative Appeal and shall not preclude a Taxpayer from submitting a Petition for Administrative Appeal in accordance with the Township's Local Taxpayers Bill of Rights.

(B) Interest on Overpayments. All overpayments of Tax due to the Township shall bear simple interest from the date of the overpayment until the date of resolution, as those terms are defined in the Local Taxpayer Bill of Rights Act, 53 Pa. C.S. § 8426.

1. **Rate of Interest.** Interest on overpayments shall be allowed and paid at the same rate as the Commonwealth is required to pay pursuant to Section 806.1 of the Act of April 9, 1929 (P.L. 343, No.176), known as The Fiscal Code.

2. **75 Days Before Interest Accrues.** No interest shall be allowed if an overpayment is refunded (or applied against any other tax, interest or penalty due the Township) within 75 days after the last date prescribed for filing the report of the tax liability or within 75 days after the date the return or report of the liability due is filed, whichever is later.

3. **No Interest on Overpayments of Interest and Penalty.** Overpayments of interest or penalty shall not bear any interest.

Section 115. Dishonored Checks.

If any check received in payment of Taxes is returned unpaid for any reason by a financial institution, there shall be added to the tax due the sum charged for dishonored checks established by the Township.

Section 116. Verification of Records, Audits, Response Periods, Prior Year Returns.

The Finance Director, or his/her designee, is authorized to examine any of the books, papers, and records of any Individual or Employer, in order to verify the accuracy of any return made or, if no return has been made, to arrive at a reasonable assessment of the amount of tax, interest, and penalty due.

A. Issuance of Subpoenas to Compel Attendance and Production. The Finance Director is authorized to issue subpoenas to compel the attendance of persons deemed by the Finance Director to be necessary to examine as witnesses, and to compel the production of books, records, and papers relating to any person or business entity under examination.

B. Minimum Time Periods for Taxpayer Response. Employers and Individuals shall have at least 30 calendar days from the mailing date to respond to an initial request for information from the Township. The Finance Director shall notify any person from whom information is initially requested of the procedures to obtain an extension of time in which to respond, and shall grant reasonable extensions of time in which to respond for good cause shown. No action shall be taken against a Employer or Individual for the tax year in question until the expiration of the response period, including extensions.

C. Inquiry as to Prior Year Returns. Except as provided below, an initial inquiry regarding compliance with the Tax may include taxes required to be paid or tax returns required to be filed no more than three years prior to the mailing date of the notice of such inquiry. If, after the initial request, the Finance Director or his/her agent determines that the Employer or Individual has failed to file a tax return, underreported income, or failed to pay a Tax for one or more of the tax periods covered by the initial request, subsequent requests for tax returns or supporting information may be made. Subsequent requests will be limited to two additional years (for a total of five years prior to the first date of initial inquiry), unless no return was filed or a fraudulent return was filed, in which case the Township may request information for another additional year (for a total of six years prior to the first date of initial inquiry). Note, however, that in the event the Finance Director has sufficient information to indicate that a return was not filed or tax was not paid that was due more than three years prior to the date of the notice, an initial request is not limited to three years and may include as many as six years prior to the date of the initial inquiry.

Section 117. Procedures for the Conduct of Taxpayer Audits.

The following procedures shall be followed during the conduct of an audit:

A. Notice of Audit. The Employer or Individual shall be notified in writing of a scheduled audit at least 30 days in advance. The notice of audit shall contain the following information:

1. The tax years subject to audit;

2. The date, place, and time for the audit to be conducted;

3. A description of the information, books and records to be produced; and

4. The notice as to the availability of the disclosure statement of the Taxpayer's rights and obligations.

B. Rescheduling Audit. The Taxpayer may request that the audit be rescheduled, provided that it is rescheduled within a reasonable time not exceeding 30 days.

C. Representation at Audit. The Taxpayer may have a representative present during the audit.

D. Use of Estimates. In the event that the information, books and records provided are not sufficient for the purpose of verifying the correct amount of tax, the Finance Director is authorized to ascertain the amount of tax due through the use of estimates.

E. Audit Results. In the event a notice of assessment is issued as a result of an audit, the Employer or Individual, as the case may be, shall be provided with a copy of the auditor's report of findings and conclusions, including the calculation of any tax, interest and/or penalty found to be due.

Section 118. Examination of Return, Notice of Assessment.

A. Examination of Return. The Tax Receiver shall examine every return as soon after filing as practical to determine the correct amount of tax according to the filing. If the Tax Receiver finds that the amount of tax shown on the return is less than the correct amount, the Tax Receiver shall notify the Taxpayer in writing of the amount of the underpayment (deficiency) assessed. A Notice of Assessment, whether as a result of an examination of a return, as a result of an audit, or otherwise, shall be in writing and include:

1. The tax period or periods for which the underpayment is asserted.

2. The amount of the underpayment detailed by tax period.

3. The legal basis upon which the Township has relied to determine that an underpayment exists.

4. An itemization of the revisions made by the Township to a return filed by the Taxpayer that result in the determination that an underpayment exists.

If the Tax Receiver finds that the tax that has been paid is more than the correct amount, the Tax Receiver shall credit the overpayment against any taxes owed by the Employer or Individual, as the case may be, and shall refund the difference. Written notice of such action by the Tax Receiver shall be provided.

Section 119. Petition for Reassessment.

Within 90 days of the date of a Notice of Assessment, the assessed party may make a request for reassessment by completing and submitting a Petition for Administrative Appeal that will be forwarded for decision to a Local Tax Hearing Officer appointed by the Township. *See section _____ hereof.*

Section 120. Confidential Nature of Tax Information.

Any information learned or obtained by the Finance Director or any official, agent or employee of the Township as a result of any audit, return, report, investigation, hearing or verification required or authorized by the Finance Director shall be confidential tax information and must be kept confidential by the Township except for official purposes or as required otherwise by law.

Section 121. Dishonored Checks.

If any check received in payment of taxes is returned unpaid by the bank, there shall be added to the tax due the sum charged for dishonored checks established by the Township.

Section 122. Administrative Appeals.

In order to appeal any assessment, determination or denial of refund of tax, the appealing party must file a Petition for Administrative Appeal with the Finance Director. All Petitions shall be mailed or delivered to: Haverford Township, Finance Director, 1014 Darby Road, Havertown, PA 19083.

A. Petitions for Administrative Appeal. Petitions shall be in writing on a form substantially similar to that provided in the Disclosure Statement, which is available from the Finance Department. A petition is timely filed if the letter transmitting the petition is postmarked by the United States Postal Service on or before the final day on which the petition is required to be filed. If hand delivered, a Petition will be deemed to be filed on the date received in the Office of the Finance Department at the address shown above.

B. Contents of Petition for Administrative Appeal. Petitions shall: (1) state the name, address and telephone number of the appealing party, (2) identify the tax and tax period(s) to which the Petition pertains, (3) state the amount of tax appealed and the legal basis for the appeal (i.e., state how or why the assessment is incorrect; or why a refund request should have been granted), (4) provide copies of all supporting documentation and calculations, (5) state whether an oral hearing is requested, and (6) certify under penalty of perjury that the facts in the Petition are true and correct and that the Petition is not filed for purposes of delay.

C. Deadlines for Filing Petition for Administrative Appeal.

1. Refund Petitions shall be filed within three years after the due date for filing the report, or one year after actual payment of tax, whichever is later. If no report is required, the petition shall be filed within three years after the due date for payment of the tax or within one year after actual payment, whichever is later.

2. Petitions for Reassessment of tax shall be filed within 90 days of the date of the assessment notice.

D. Administrative Appeals Process and Procedure. Upon receipt of a timely filed Petition for Administrative Appeal, the Finance Director will: (a) promptly schedule a hearing if a hearing has been requested (if a hearing is not requested, the Petition will be determined on the record before the Local Tax Hearing Officer), (b) provide the appealing party with a Notice of Hearing (setting forth the time, date, and location of the hearing), and (c) forward the petition to the Local Tax Hearing Officer appointed by the Township. Unless the date of the hearing is agreed upon by all parties, the Finance Director shall give at least seven days written notice of the hearing to all parties.

1. Hearings. Hearings shall be held at the Township Municipal Building, 1014 Darby Road, Havertown, PA, unless otherwise directed by the Hearing Officer. Hearings will be informal in nature and technical rules of evidence will not be applicable.

(a) Representation. Appealing parties may appear before the Hearing Officer with or without benefit of representation. Any person seeking to represent an appealing party at the hearing must first be so authorized by the Taxpayer in writing. A Taxpayer's representative need not be professionally trained, but should be familiar with the Tax Ordinance, these Regulations and the facts of the case.

(b) Presentation of Evidence. Evidence may be submitted and considered that possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs. Unless waived by the parties, testimony shall be under oath or affirmation, administered by the Hearing Officer. Copies or photographs of all records and other exhibits shall be provided to all parties and to the Hearing Officer. Any party may have a recording or a transcript made of the hearing at the party's expense.

(c) Failure to Appear. The hearing may proceed in the absence of any party who fails to appear, after notice, but the Hearing Officer's Decision shall not be based solely upon the failure of a party to appear.

2. Hearing Officer's Decision. After the conclusion of the hearing, the Hearing Officer shall issue a written Decision to the parties. The Decision is considered timely issued so long as it is mailed, faxed, emailed or otherwise transmitted to the parties on or before the deadline. The deadline to issue a decision is 60 days from the date of the filing of the petition; however, the parties may jointly waive their rights to a decision within 60 days.

Section 513. Judicial Appeal.

Any person aggrieved by a decision of the Local Tax Hearing Officer who has a direct interest in the decision has the right to appeal to the Court of Common Pleas of Delaware County, Pennsylvania.

Section 514. Construction.

If any sentence, clause, or section or part of these regulations is, for any reason, found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, or sections or parts of these regulations. These regulations would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

END

ORDINANCE NO. P10-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING THE GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD, CHAPTER 182, "ZONING" BY RECLASSIFYING THE ZONING DESIGNATION OF APPROXIMATELY 1.167 ACRES (+/-) OF LAND LOCATED ALONG BUCK LANE KNOWN AS 833 BUCK LANE AND DELAWARE COUNTY TAX FOLIO NUMBER 22-05-00138-000 FROM INS INSTITUTIONAL DISTRICT TO R-1A LOW-DENSITY RESIDENTIAL DISTRICT.

The Board of Commissioners of the Township of Haverford does hereby enact and ordain the following. **BE IT ENACTED AND ORDAINED** by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania by the authority granted to the Board in Section 601 of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as amended, that the General Laws of the Township of Haverford is hereby amended as follows:

ARTICLE 1. ZONING MAP AMENDMENT

A. Chapter 182, Section 105, ***Zoning Map; establishment of boundary lines,*** is amended by reclassifying the tract known as 833 Buck Lane and Delaware County Tax Folio Number 22-05-00138-00 which is presently classified on the Zoning Map of Haverford Township INS Institutional District to R-1A Low–Density Residential District to

A sketch showing the reclassified area is attached as Exhibit "T-9".

A copy of a legal description of the affected tract is shown on the attached Exhibit "T-10".

B. Except as specifically amended herein, Chapter 182, ***Zoning***, Section 105, ***Zoning Map; establishment of boundary lines*** remains unchanged in full force and effect.

ARTICLE 2. SEVERABILITY

Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

ARTICLE 3. REPEALER

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

ADOPTED this 12th day of July, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

_____

David R. Burman
Township Manager/Secretary

By: _____

Gerard T. Hart, President
Board of Commissioners

ORDINANCE NO. P11-2021

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 175-95 Schedule XX: Special Purposes Parking Zones.

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

SECTION 2. That Section 175-83 Schedule VIII: Stop Intersection

On Bewley Road, south, at intersection of Llandaff Road

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 August, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P13-2021

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/amended and ordained by the authority of the same:

Chapter 175. Vehicles and Traffic

Article IX. Removal and Impounding of Disabled or Illegally Parked Vehicles

§ 175-67. Towing and hooking fees and storage charges.

[Amended 3-14-1983 by Ord. No. 1866; 2-25-1991 by Ord. No. 2107; 2-12-1996 by Ord. No. 2238; 1-10-2000 by Ord. No. 2329; 5-14-2007 by Ord. No. 2503; 2-9-2009 by Ord. No. 2569]

A.

Towing and storage fees. The charges for the removal and towing of motor vehicles pursuant to this article shall not exceed $125 for each vehicle up to 7,000 pounds; light-duty trucks 7,001 to 17,000 pounds shall not exceed $150; and charges for heavy truck towing over 17,000 pounds are based on size, weight and distance. The charges for the storage and impounding of such motor vehicles shall not exceed $50 for every twenty-four-hour period or fraction thereof. The standard cleanup fee is $25; if excessive cleanup is needed, a flat fee of $45 will be charged. If the vehicle sustains damage to the windows, a flat fee of $6 for Collision Wrap® can be charged. Should a tow be requested to the scene by the Police Department and the tow operator is released from the scene to return later, a flat fee of $30 can be charged in addition to the standard tow fee of $125. A $50 flat fee administration charge will be charged on all tows. An interim stop at a police facility shall not justify an additional tow charge. Such charges shall be paid by the owners of such motor vehicles or by the person who is found to have caused the violation of this article.

B.

Hooking fees. In all instances when a vehicle is hooked and the owner/operator returns prior to the vehicle being removed, tow operators shall charge no more than $75 as a hooking fee and shall release the vehicle.

C.

Police administration fee. Prior to release of the vehicle, the impound yard shall collect an administrative fee of $25. This payment shall be made to the Township for each vehicle towed during the tower's duty period. Records of such payment will be included in the monthly reports provided to the Police Department.

[Added 11-14-2011 by Ord. No. 2647]

Amend Section A to read:

Towing and storage fees. The charges for the removal and towing of motor vehicles pursuant to this article shall not exceed $150 for each vehicle up to 7,000 pounds between the hours of 6 AM to 6 PM; During the hours from 6 PM to 6 AM the fee shall increase to $175. For light-duty trucks 7,001 to 17,000 pounds shall not exceed $175 from 6 AM to 6 PM, The fee shall increase during the hours from 6 PM to 6 AM to $200 and charges for heavy truck towing over 17,000 pounds are based on size, weight and distance. The charges for the storage and impounding of such motor vehicles shall not exceed $65 for every twenty-four-hour period or fraction thereof. The standard cleanup fee is $25; if excessive cleanup is needed, a flat fee of $45 will be charged. If the vehicle sustains damage to the windows, a flat fee of $6 for Collision Wrap® can be charged. Should a tow be requested to the scene by the Police Department and the tow operator is released from the scene to return later, a flat fee of $30 can be charged in addition to the standard tow fee of $150. A $75 flat fee administration charge will be charged on all tows. An interim stop at a police facility shall not justify an additional tow charge. Such charges shall be paid by the owners of such motor vehicles or by the person who is found to have caused the violation of this article.

ADOPTED this day of , 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President

Attest: David R. Burman
Township Manager

RESOLUTION NO. 2226-2021

WHEREAS, the Township of Haverford is considering amending and supplementing Ordinance No. 1960, as amended, and known as the General Laws of the Township of Haverford, Chapter 182, Article XIII, Historic Preservation, by revising the Historic Resource Survey adopted by reference therein; and

WHEREAS, the Historical Commission of Haverford Township has recommended additional properties for inclusion to the Survey; and

WHEREAS, the Township desires to keep citizens and business interests informed as to the status of planning this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that a public hearing shall be held before the Board of Commissioners on Monday, August 2, 2021 at 6:00 PM, in the Commissioners Meeting Room, Municipal Services Building, 1014 Darby Road, Havertown, Pennsylvania.

RESOLVED this 12th day of July, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

HISTORICAL RESOURCE SURVEY AMENDMENT

Pursuant to the General Laws of the Township of Haverford, Ordinance 1960 as amended and supplemented, Chapter 182 *Zoning*, Article XIII *Historic Preservation* §182-1304, *Historical Resource Survey*, the following additions are proposed to the Survey:

SURVEY CODE	SITE	DESCRIPTION
HRSF-001	Karakung Drive	Beechwood Amusement Park Wall
HRSF-002	749 Millbrook Lane	Edith H. Dewees Project Dwelling
HRSF-007	1419 Darby Road	Hopson House
HRSF-009	2208 Darby Road	Havertown Beverage
HRSF-010	2200 Grasslyn Avenue	American Legion Post
HRSF-011	38 East Turnbull Avenue	Sears "Elsmore" House
HRSF-019	833 Buck Lane	Garrigues House
HRSF-023	2228 Haverford Road	Wynnewood Lanes
HRSF-024	835 Wynnewood Road	McClain House
HRSF-040	774 Millbrook Lane	Henry J. Cadbury House
HRSF-057	Allgates Drive	Allgates Entrance Gate
HRSF-081	Walton Lane (Haverford College)	Strawbridge Observatory

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard J. McCabe, Sr.
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

HAVT 20901 July 7, 2021

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

RE: Llanerch Park
ADA Pedestrian Access
Contract No. R-33

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, July 2, 2021 at 9:00 a.m. for the above referenced contract. The low bidder was The Vanic Company, Inc. of Hellertown, PA, with a base bid of $21,000.00, and an add alternate of $6,500.00.

We contacted The Vanic Company regarding their bid and were informed that the price they submitted for the Base Bid does not consider all the work required. Per the attached letter, The Vanic Company is requesting their bid not be considered.

Given the issue with the low bidder and the increased cost reflected by the remainder of the bids, we recommend the Township consider rejecting all bids and re-bid the project at a later time when additional funding can be identified.

Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer
CF/rg

cc: Kathy Oulahan, Anthony J. Dunleavy Associates, via email

P:\Projects\HAVT1\20901 - Llanerch Park ADA Ramp\BID\BID TAB LTR (HAVT20901) - CFCopy.docx

Site Work • Concrete
Trucking • Excavating • Demolition

DATE: Tuesday, July 6th, 2021

Haverford Township

Attn.: David Burman

Dear Mr. David Burman

Please be advised that, effective immediately, The Vanic Company, Inc., requests that the Bid submitted on Friday, July 2nd, 2021 at 9:00am for "Llanerch Park-ADA Pedestrian Access," to not be considered under any circumstances. We misinterpreted all items pertaining to Item Group 33-1- Furnishing and Installation of ADA Access Ramp when submitting a unit price. As you can see, we based our price solely on 1-furnishing and installation of ADA Access Ramp with temporary fencing etc. Our bid was the lowest due to this mistake, and it has cost us a chance from receiving an award. This is the first time we have done this and we apologize for this and in hopes you will understand.

If you have any questions, please contact me at 610-997-3600.

Sincerely,

Marc A. Vanic

President

Marc A. Vanic

The Township of Haverford
Tabulation of Bids Received Until 9:00 AM
Prevailing Time on July 2, 2021

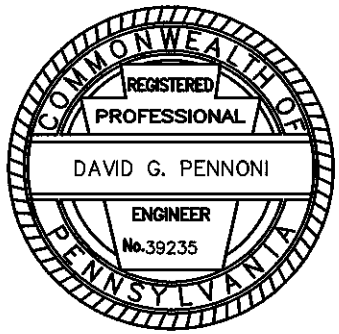
CONTRACT NO. R-33
LLANERCH PARK
ADA PEDESTRIAN ACCESS

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	The Vanic Company, Inc. 2550 Crestline Dr Hellertown, PA 18055		Premier Concrete, Inc. 2327 West Chester Pike Broomall, PA 19008		McCarth Masonry and Concrete 740 E Cherry Road Quakertown, PA 18951		MOR Construction Services, Inc. 139 Schoolhouse Lane Glen Mills, PA 19342		Donato Spaventa & Sons, Inc. 4258-99 Macalester Street Philadelphia, PA 19124		G&B Construction 632 Davisville Road Willow Grove, PA 19090	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Base Bid														
33-1	1 LS	Furnishing and Installation of ADA Access Ramp	$ 7,500.00	$ 7,500.00	$ 58,500.00	$ 58,500.00	$ 102,347.00	$ 102,347.00	$ 141,438.00	$ 141,438.00	$ 174,820.00	$ 174,820.00	$ 183,542.00	$ 183,542.00
33-2	75 CY	Miscellaneous Excavation and Backfill with PennDOT 2A Stone	$ 180.00	$ 13,500.00	$ 75.00	$ 5,625.00	$ 133.00	$ 9,975.00	$ 200.00	$ 15,000.00	$ 42.00	$ 3,150.00	$ 200.00	$ 15,000.00
		TOTAL BID FOR CONTRACT NO. R-33	**$21,000.00**		**$64,125.00**		**$112,322.00**		**$156,438.00**		**$177,970.00**		**$198,542.00**	
		Bid Security	Yes		Yes		Yes		Yes		Yes		Yes	
		Acknowledge Addendum No. 1	Yes		Yes		Yes		Yes		Yes		Yes	
Alternate														
33-3	1 LS	Furnishing and Installation of Steps	$ 6,500.00	$ 6,500.00	$ 7,500.00	$ 7,500.00	$ 8,151.00	$ 8,151.00	$ 17,500.00	$ 17,500.00	$ 4,050.00	$ 4,050.00	$ 5,000.00	$ 5,000.00
		TOTAL BID WITH ALTERNATE	**$27,500.00**		**$71,625.00**		**$120,473.00**		**$173,938.00**		**$182,020.00**		**$203,542.00**	

We Declare this to be a true Tabulation of Bids
Received on July 2, 2021 by the Township of Haverford
for Contract No. R-33 Llanerch Park - ADA Pedestrian Access

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E



HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: JULY 12, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: SKATIUM CAPITAL IMPROVEMENT

On your July 12 agenda is a Motion to approve the purchase and replacement of the desiccant wheel which is a component within the dehumidifier at the Skatium. As a desiccant wheel purchase is not an everyday occurrence, we thought it best to provide a short narrative.

A properly working dehumidifier is essential to removing excess humidity which can build up and create fog and condensation within the arena, especially during periods of extreme heat. Skatium personnel identified the need for this replacement in their capital improvement plan and an allocation of $40,000 was included in the adopted 2021 capital projects budget. While the system had been functioning properly through the winter, the need for an expedited replacement was identified during the past two weeks where we encountered extreme heat. There is an approximate 5-7 week lead time for the manufacturing of the wheel but the supplier has been asked to expedite if possible

As this is a specialized component and replaces existing equipment, the purchase is not subject to public bidding or prevailing wage rates.

If you have any questions, please do not hesitate to contact me.

Gloria Cugini

From: Haverford Twp. 4th Ward Commissioner Dan Siegel <dansiegel@4haverford.com>
Sent: Friday, July 02, 2021 8:54 AM
To: 'Pano Kalogeropoulos'
Cc: Dave Burman; Gloria Cugini
Subject: RE: Shade Tree Committee

Thanks for the email. By copy of this email I am asking that the opening be placed on the agenda so that you can be considered for it.

Thanks for your interest in this. I look forward to your service.

Dan

From: Pano Kalogeropoulos <panosk7@gmail.com>
Sent: Tuesday, June 29, 2021 2:38 PM
To: dansiegel@4haverford.com
Subject: Fwd: Shade Tree Committee

Hello Dan,

My name is Pano Kalogeropoulos. I reside at 1634 Mt Pleasant Rd and have been a resident of Havertown for 6 years. I have attended the two most recent Shade Tree Committee Meetings and I wish to join the Committee (there is currently an open seat).

I have spoken with Mark Pennington (Shade Tree Commission Chairman), who contacted Dave Burman to inquire about how to start the process of getting me on the Commission. We were told to contact you (see below).

Please let me know the next steps.

Thank you,
Pano
847-563-0642

---------- Forwarded message ---------
From: **Dave Burman** <DBurman@havtwp.org>
Date: Tue, May 25, 2021 at 8:48 AM
Subject: RE: Shade Tree Committee
To: Mark Pennington <msp1960@gmail.com>
Cc: Pano Kalogeropoulos <panosk7@gmail.com>, Gloria Cugini <GCugini@havtwp.org>

Pano,

You may contact your ward commissioner or send me a letter / resume with your home address and I will forward.

Thank you,

-Dave

David R. Burman

Township Manager/Secretary

Township of Haverford

1014 Darby Road

Havertown, PA 19083

610.446.1000 ext. 2208

From: Mark Pennington <msp1960@gmail.com>
Sent: Monday, May 24, 2021 8:55 PM
To: Dave Burman <DBurman@HAVTWP.ORG>
Cc: Pano Kalogeropoulos <panosk7@gmail.com>
Subject: Fwd: Shade Tree Committee

Hello Dave:

Pano contacted me and sat in on our meeting tonight and would like to join the committee. We'd love to have his help. How do we proceed?

Thanks,

Mark

---------- Forwarded message ---------
From: **Pano Kalogeropoulos** <panosk7@gmail.com>

Date: Mon, May 24, 2021 at 8:47 PM
Subject: Shade Tree Committee
To: Mark Pennington <msp1960@gmail.com>

Hi Mark,

Thanks for inviting me to the meeting tonight. I enjoyed seeing how the Committee conducts business, and getting to meet the members.

I would like to join the Committee as soon as practicable. Please let me know the next steps to submit my candidacy.

I am also happy to chat again on the phone if needed, or to answer further questions.

Thank you,

Pano

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, AUGUST 9, 2021 AT 7:00 PM

1. Opening of Meeting

a. Roll Call

b. Pledge of Allegiance

2. Citizens Forum – 30 Minutes Registered Speakers – Agenda Items Only

3. Appointments – Entry Level Police Officers

Motion: to accept the Haverford Township Police Department Entry Level Police List.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 4 5 6 9 7 8

4. Bureau of Fire Update

5. Township Auditor Update

6. David R. Burman – Township Manager's Update

7. Approval of Minutes **Regular Meeting Minutes of July 12, 2021**

Motion: to approve the Regular Meeting Minutes of July 12, 2021

Voting order 1 2 3 4 5 6 9 7 8

8. Approval of Warrants

Motion: to approve the following warrant #8-2021 totaling $4,136,016.44

General & Sewer fund Payroll for July 22, 2021 in the amount of $708,049.46
General & Sewer fund Payroll for August 5, 2021 in the amount of $703,910.65
General Fund disbursements #8-2021 in the amount of $1,283,677.51
Sewer Fund disbursements #8-2021 in the amount of $147,270.57
Community Development Block Grant Fund disbursement #8-2021 in the amount of $53,472.42
Capital Projects Fund disbursement #8-2021 in the amount of $1,222,772.95
2nd Quarter PA UC Tax Service in the amount of $53.28
Credit Card Statement ending July 27, 2021 in the amount of $16,809.60

Voting order 1 2 3 4 5 6 9 7 8

9. Ordinance No. P12-2021 **Refunding of 2016 General Obligation Bond (2nd Reading)**

Motion: AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION,

TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT FOR THE REFUNDED BONDS; PROVIDING FOR CERTAIN COVENANTS AND DESIGNATIONS REGARDING FEDERAL INCOME TAX MATTERS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Voting order 1 2 3 4 5 6 9 7 8

10. <u>ARPA Program (American Rescue Plan Act)</u>

<u>Resolution No. 2229-2021</u> Spending Structure

Motion: to adopt Resolution No. 2229-2021 that the Board of Commissioners desires to implement the proposed spending structure, with all future disbursements to comply with the purchasing requirements set forth in the Charter of the Township of Haverford, the First Class Township Code and the General Laws of the Township of Haverford and NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford hereby adopts the proposed spending structure in Exhibit "A" to this Resolution.

Voting order 1 2 3 4 5 6 9 7 8

11. <u>Resolution No. 2230-2021</u> Back to Businesses – Grants

Motion: to adopt Resolution No. 2230-2021 that the Board of Commissioners of Haverford Township hereby adopts the "Back to Business – Phase 1" Program in Exhibit "A" of this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

Voting order 1 2 3 4 5 6 9 7 8

12. <u>2022 Budget Adoption Schedule</u>

Motion: to adopt the 2022 Budget Adoption Schedule.

Voting order 1 2 3 4 5 6 9 7 8

13. <u>Tax Settlements and Stipulation of Counsel</u>

Motion: to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

1) **Property located at 101 Tunbridge Rd (D.C. Folio #22-04-00690-00) pending in the Court of Common Pleas Case #CV-2020-008765**

2) **Property located at 201 Highland Ln (D.C. Folio #22-05-00428-00) pending in the Court of Common Pleas Case #CV-2020-009876**

Voting order 1 2 3 4 5 6 9 7 8

14. <u>Ordinance No. P7-2021</u> Shade Tree (1st Reading)

Motion: to adopt the first reading of Ordinance No. P7-2021 FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" – TREES.

Voting order 1 2 3 4 5 6 9 7 8

15. Ordinance No. P11-2021 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P11-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking:

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

STOP Intersection:

On Bewley Road, south, at intersection of Llandaff Road

Voting order 1 2 3 4 5 6 9 7 8

16. Ordinance No. P13-2021 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P13-2021 amending Chapter 175, § 175-67 – Towing, hooking fees and storage charges.

Voting order 1 2 3 4 5 6 9 7 8

17. Ordinance No. P15-2021 Chapter 157 – Streets and Sidewalks (1st Reading)

Motion: to adopt the first reading of Ordinance No. P15-2021 amending Chapter 157, Streets and Sidewalks.

Voting order 1 2 3 4 5 6 9 7 8

18. Ordinance No. P17-2021 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P17-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking:

In front of 700 Buck Lane

Voting order 1 2 3 4 5 6 9 7 8

19. Resolution No. 2228-2021 Delco Green Space & Trails Grant Application

Motion: to adopt Resolution No. 2228-2021 approving that the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance and that Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Voting order 1 2 3 4 5 6 9 7 8

20. Contract Awards

2021 – 2022 Salt Contract

Motion: to award the 2021-2022 Salt Contract to Eastern Salt Company, in the amount of $63.60/ton; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

Carrier Chilling System at the Skatium

Motion: to award contract for the purchase & installation to replace a Carrier Chilling System at the Skatium to Carrier of Plymouth Meeting, PA in the amount of $33,117.00.

Voting order 1 2 3 4 5 6 9 7 8

LED Light Fixtures at the Skatium

Motion: to approve the purchase and installation of 22 LED light fixtures and related lamps from Miller lighting & Energy, Inc., Newtown, PA, in the amount of $7,529.00

Voting order 1 2 3 4 5 6 9 7 8

Nitre Hall

Motion: to award contract for Nitre Hall Chimney and Stucco repair to GRUDZINSKI CUSTOM STONEWORK of DOWNINGTOWN, PA in the amount of $11,200.00, representing the lowest, responsible quote. Quotes on file.

Voting order 1 2 3 4 5 6 9 7 8

Professional Services Agreement – Cable Franchise

Motion: to enter a Professional Services Agreement in an amount not to exceed $23,800 with the Cohen Law Group of Pittsburgh, PA for Cable Franchise Renewal Services, including a franchise fee audit to determine whether each cable operator has paid all the franchise fees to which the Township is entitled.

Voting order 1 2 3 4 5 6 9 7 8

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

22. New business

23. Other business

24. Adjourn

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2934-2021

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT FOR THE REFUNDED BONDS; PROVIDING FOR CERTAIN COVENANTS AND DESIGNATIONS REGARDING FEDERAL INCOME TAX MATTERS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Commissioners (the "Board of Commissioners") of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), proposes to incur nonelectoral debt pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (Act No. 1996-177) and constituting

Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes (the "Debt Act"), by the issuance of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to refund the outstanding principal balance of the Township's General Obligation Bonds, Series of 2016 (the "Series of 2016 Bonds"), and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of a bond insurance policy, if applicable);

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township and it is hereby ordained and enacted by the authority of the same as follows:

Section 1. Incurrence of Nonelectoral Debt; the Bonds. The Township hereby determines to incur nonelectoral debt in accordance with the provisions of the Debt Act by the issuance of a series of its general obligation bonds in an aggregate principal amount not to exceed $10,650,000, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series 2021" (the "Bonds"), or such other designation and name as shall be determined by the Township.

Section 2. The Refunding Project. The Bonds shall be issued for the purpose of financing the cost of a "project" within the meaning of the Debt Act, consisting of the refunding of the Series of 2016 Bonds currently outstanding in the aggregate principal amount of $8,975,000 (the "Refunding Project"; the Series of 2016 Bonds to be refunded are herein referred to as the "Refunded Bonds"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Refunding Project within the meaning of the Debt Act, including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds (including the cost of a bond insurance policy, if applicable).

It is hereby determined and set forth that the purpose of the Refunding Project is to reduce the total debt service that would otherwise be payable on the Refunded Bonds and to produce net present value debt service savings to the Township. The realistic estimated useful lives of the various capital projects financed with the proceeds of the Refunded Bonds (the "2016 Capital Projects") was originally determined by the Township in the Ordinance enacted by the Township on August 8, 2016 (the "2016 Bond Ordinance"). The remaining estimated useful lives of the 2016 Capital Projects are hereby determined to range from 10 years to 26 years. An aggregate principal amount of the Bonds allocable to the separate cost of each capital project financed by the Refunded Bonds are stated to mature prior to the end of the useful life of each such capital project in accordance with Section 8142(a)(2) of the Debt Act. It is hereby determined and set forth that by issuing the Bonds the Township is not extending the term of outstanding debt through refunding to a maturity date that could not have been included in the original issue.

Section 3. Appointment of Paying Agent and Sinking Fund Depository. TD Bank, N.A. is hereby appointed as paying agent for the Bonds (in such capacity, the "Paying Agent") and as sinking fund depository for the Bonds (in such capacity, the "Sinking Fund Depository"). The proper officers of the Township are hereby authorized and directed to

contract with, and the Township is authorized to enter into a paying agency or similar agreement (the "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository, which Paying Agency Agreement may also be for the benefit of the Bond Insurer (as hereinafter defined) and may contain such provisions relating to the Bonds as may be required by the Bond Insurer and which Paying Agency Agreement shall otherwise be in such form and contain such provisions, not inconsistent with this Ordinance, as shall be approved by the officer or officers of the Township executing the same, such approval and the approval of the Board of Commissioners to be conclusively evidenced by the execution of the Paying Agency Agreement by such officer or officers on behalf of the Township.

Section 4. Denominations; Rates of Interest; Dates; Numbers; Maturities.

(a) The Bonds shall be issued in fully registered form in the denomination of $5,000 and integral multiples thereof; shall be initially dated the date of original issuance and delivery thereof and thereafter shall be dated the date of their authentication; shall bear interest at rates not exceeding the rates set forth in Exhibit "A" attached hereto and made a part hereof from the last interest payment date next preceding the date of authentication thereof to which interest has been paid or duly provided for unless (i) a Bond is authenticated as of an interest payment date to which interest has been paid or duly provided for, in which event such Bond shall bear interest from the date of authentication, or (ii) no interest on a Bond has been paid or duly provided for, in which event such Bond shall bear interest from the date of original issuance and delivery thereof; shall bear such serial numbers as the Paying Agent shall assign thereto according to the records of the Paying Agent; and shall mature or be subject to mandatory sinking fund redemption on December 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit "A" attached hereto and made a part hereof. The Township hereby determines that the Bonds shall be issued with an initial stated installment or maturity of principal which has not been deferred beyond two years from the date of issue and that the stated maturities, or principal installments subject to mandatory redemption, of the Bonds shall be fixed so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal, or so that debt service on outstanding debt of the same classification will be brought more nearly into an overall level annual debt service plan, under Section 8142(b) of the Debt Act.

(b) Interest on the Bonds shall be computed on the basis of a year of 360 days consisting of twelve 30-day months. Interest on the Bonds shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such June 1 and December 1 being referred to herein as an "Interest Payment Date"), to the registered holders of the Bonds at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each such Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date. Principal of the Bonds shall be paid at the designated office of the Paying Agent, or at the duly designated office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on the Bonds shall be paid by check

drawn upon any such paying agent and mailed to the registered holders of the Bonds entitled thereto at their addresses as they appear on the bond registration books of the Township maintained by the Paying Agent. Interest on the Bonds shall also be payable by wire transfer of funds to any registered holder of $500,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date, provided that such holder submits to the Paying Agent not less than five days before the Record Date a written request therefor. In the event any such interest is not paid, such defaulted interest will be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Paying Agent, such date to be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class postage prepaid, to each registered holder of the Bonds, at such registered holder's address as it appears on the bond registration books of the Township, not less than 10 days prior to such special record date.

(c) If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, and if the Township shall have deposited in escrow with the Paying Agent funds sufficient to pay the principal thereof and all interest due thereon to the date of maturity thereof, all liability of the Township to the registered holder thereof for the payment of the principal thereof and the interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged, unless the Paying Agent shall, as permitted by law, thereafter pay the amounts so deposited with the Paying Agent to the Township or to such officer, board or body as may then be entitled by law to receive the same, in which case the registered holder thereof shall thereafter look only to the Township or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without interest thereon.

(d) If the date for payment of the principal of or interest on any Bond shall be a Saturday, Sunday or day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday or a day on which such banking institutions are authorized by law to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Section 5. Redemption.

(a) *Redemption.* The Bonds may be subject to mandatory and optional redemption prior to maturity upon such terms and conditions as may be mutually acceptable to the Township and the Purchaser and set forth in the Bond Purchase Contract authorized pursuant to Section 8 hereof and in the definitive form of the Bonds issued upon the initial issuance and delivery thereof, provided that the redemption price for any Bonds shall not exceed 102% of the principal amount thereof. Any term Bonds that are surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine. In the case of a Bond of a denomination greater than $5,000, the Paying Agent shall treat each such Bond as representing such number of separate Bonds each of the denomination of $5,000 as is obtained by dividing the actual principal amount of such Bond by $5,000.

(c) *Notice of Redemption.* When required or directed to redeem Bonds, the Paying Agent shall cause notice of the redemption to be given by first-class mail, postage prepaid, to all registered holders of Bonds to be redeemed at their registered addresses not less than 30 nor more than 45 days prior to the redemption date. Any such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price and shall state that on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent and that from that date interest will cease to accrue on the Bonds or portions thereof to be redeemed. Failure to mail any notice or any defect in the mailed notice or in the mailing thereof shall not affect the validity of the proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. The Paying Agent may use CUSIP numbers in notices of redemption as a convenience to holders of the Bonds, provided that such notices shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the serial or other identification numbers assigned by the Paying Agent and appearing on the Bonds.

If at the time of mailing of notice of any optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all Bonds called for such optional redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

(d) *Surrender of Bonds; Payment of Redemption Price.* If unconditional notice of redemption has been duly given or duly waived by the holders of all Bonds called for redemption, or conditional notice of redemption has been so given or waived and the redemption moneys have been duly deposited with the Paying Agent, then in either case the Bonds (or portions thereof) called for redemption shall be payable on the redemption date at the applicable redemption price. Payment of the redemption price, together with accrued interest, shall be made by the Paying Agent to or upon the order of the holders of the Bonds called for redemption upon surrender of such Bonds at the designated office of the Paying Agent.

Any Bond which is to be redeemed only in part shall be surrendered at the designated office of the Paying Agent and (if so required by the Paying Agent) shall be accompanied by a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder or by such holder's duly authorized attorney, and the Township shall execute and the Paying Agent shall authenticate and deliver to said registered holder, without service charge, a new Bond or Bonds of the same maturity and interest rate as the Bond being partially redeemed and of any authorized

denomination as requested by said registered holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with such check or other transfer of funds.

Section 6. Registration, Transfer and Exchange. The Township shall cause books for the registration and transfer of the Bonds to be kept at the designated office of the Paying Agent and hereby appoints the Paying Agent its registrar and transfer agent to keep such books and to make such registrations and transfers under such reasonable regulations as the Township or the Paying Agent may prescribe.

Upon surrender for transfer of any Bond at such office, the Township shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series, maturity and interest rate of any authorized denomination for the aggregate principal amount which the registered holder is entitled to receive. No transfer of any Bond will be effective until entered on the bond registration books of the Township kept by the Paying Agent.

Bonds, upon surrender thereof at the designated office of the Paying Agent, may at the option of the registered holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate in any of the authorized denominations and registered in such name or names as may be requested.

All Bonds presented for transfer, exchange or payment (if so required by the Township or the Paying Agent) shall be accompanied by a written instrument or instruments of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder or such holder's duly authorized attorney.

No service charge shall be made for any exchange, transfer or registration of Bonds, but the Township may require payment of a sum sufficient to pay any tax or other governmental charge that may be imposed in relation thereto.

Neither the Township nor the Paying Agent shall be required to issue, transfer or exchange Bonds during a period beginning on the Record Date for the Bonds or any date of selection of Bonds to be redeemed and ending at the close of business on the related interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

Section 7. Book-Entry-Only System.

(a) Notwithstanding the provisions of Section 6 of this Ordinance, the Bonds shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity registered in the name of Cede & Co., as nominee of the

Depository Trust Company, New York, New York ("DTC"), which shall act as securities depository for the Bonds. Except as provided in paragraph (f) below, all of the Bonds shall be registered in the Bond registration books in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same maturity registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the Township or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the Bond registration books in connection with discontinuing the book-entry system as provided in paragraph (f) below or otherwise.

(b) The Township has executed and delivered to DTC a Blanket Issuer Letter of Representations that covers the Bonds (the "Representation Letter"). So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Township or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, the Township and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance or the Paying Agency Agreement, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. Neither the Township nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Bond registration books as being a Bondholder, with respect to either: (i) the Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance or the Paying Agency Agreement, (v) the selection by DTC or any such participant of

any person to receive payment in the event of a partial redemption of the Bonds, and (vi) any consent given or other action taken by DTC as the holder of the Bonds.

(d) So long as any Bonds are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement shall be given to DTC as provided in the Representation Letter.

(e) So long as any Bonds are registered in the name of DTC or any nominee thereof, in connection with any notice or other communication to be provided to Bondholders pursuant to this Ordinance or the Paying Agency Agreement by the Township or the Paying Agent with respect to any consent or other action to be taken by Bondholders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Township or the Paying Agent may establish a special record date for such consent or other action. The Township or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either (i) after notice to the Township and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (ii) after notice to DTC and the Paying Agent, the Township determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Township or the beneficial owners of the Bonds. In either of such events (unless in the case described in clause (ii) above, the Township appoints a successor securities depository) and upon the surrender of the certificates originally issued to DTC or its nominee, the Bonds shall be delivered in registered certificated form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Township or the Paying Agent for the accuracy of such designation. Whenever DTC requests the Township and the Paying Agent to do so, the Township and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 8. Sale and Award of the Bonds. Having previously considered the sale of the Bonds at either a public or a private sale, the Township hereby determines, based upon the advice and recommendation of its Financial Advisor (as defined below) and all other available information, that a private sale of the Bonds is in the best financial interest of the Township and that the Bonds shall be sold at either a private sale by negotiation or a private sale upon invitation. If the Bonds are sold through a private sale upon invitation, the proper officers of the Township are authorized to prepare or cause to be prepared an appropriate invitation to bid or request for proposals. The Township shall award and sell the Bonds at a price of not less than ninety percent (90%) and not more than one hundred thirty percent (130%) of the principal amount of the Bonds (including original issue discount or premium and the underwriter's discount) plus accrued interest, if any, on the Bonds to the date of delivery of and payment for the Bonds, and in accordance with the other terms and conditions contained or incorporated in the Proposal for the Purchase of Bonds, dated August 9, 2021 (the "Bond Purchase Proposal"),

from PFM Financial Advisors LLC, the Township's financial advisor (the "Financial Advisor"). The Bond Purchase Proposal and this Ordinance contain certain financial parameters for the issuance and sale of the Bonds (the "Bond Parameters"). The Bond Purchase Proposal is hereby approved and accepted, and the proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on the Bond Purchase Proposal and to deliver executed copies thereof to the Financial Advisor. The final terms for the purchase of the Bonds (to the extent consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in a written contract or bid form (the "Bond Purchase Contract") to be executed by the purchaser of the Bonds (the "Purchaser") that has been identified or determined by the Township Manager or Director of Finance (acting with the advice of the Financial Advisor), each of whom is also hereby authorized to determine the final terms of the issuance and sale of the Bonds (to the extent consistent with the Bond Parameters) and to endorse the acceptance of the Township on the Bond Purchase Contract, provided that the terms of the Bonds and the Bond Purchase Contract are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Bond Purchase Contract, together copies of the other Bond sale documents for the Bonds issued under this Ordinance, shall be filed with the permanent records of the Township.

Section 9. Execution and Delivery of Bonds. The form of the Bonds and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Section 20 hereof with any changes, insertions and variations as may be necessary or appropriate to reflect the final terms of the Bonds as issued and sold to the Purchaser. thereof. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Bonds. The Bonds may bear such endorsement or legend satisfactory to the Paying Agent as may be required to conform to usage or law with respect thereto. The Bonds shall be executed by the manual or facsimile signature of the President or the Vice President of the Board of Commissioners and shall have the corporate seal of the Township affixed thereto, either manually or by facsimile, duly attested by the manual or facsimile signature of the Secretary or the Assistant Secretary of the Township and the said officers are hereby authorized to execute the Bonds as aforesaid. The Bonds shall be authenticated by the manual signature of an authorized officer of the Paying Agent, which may also certify that the approving opinion of Bond Counsel, which may be printed on or attached to the Bonds, is an accurate reproduction of the approving opinion delivered at the closing for the Bonds. The proper officers of the Township or any of them are further authorized and directed to deliver, or cause to be delivered, the Bonds to or upon the order of the Purchaser against receipt by or for the account of the Township of cash or its substantial equivalent in the amount of the consideration specified in the Bond Purchase Contract and in accordance with the other terms and conditions set forth in the Bond Purchase Contract.

Section 10. Covenant to Budget and Appropriate General Revenues to Pay Debt Service; Pledge of Full Faith, Credit and Taxing Power. The Township hereby covenants with the holders from time to time of the Bonds outstanding pursuant to this Ordinance that it shall include in its budget for each fiscal year the amount of the debt service on the Bonds payable in each such fiscal year and shall appropriate such amounts from its general revenues to the payment of such debt service covenanted to be paid and shall duly and punctually pay or cause to be paid from the sinking fund for the Bonds hereinafter created the principal of

every Bond and the interest thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the Township does hereby pledge its full faith, credit and taxing power. This covenant shall be specifically enforceable.

Section 11. Establishment and Operation of Sinking Fund. There is hereby established with the Sinking Fund Depository a sinking fund to be known as "Sinking Fund, Township of Haverford General Obligation Bonds, Series of 2021" (the "Sinking Fund"), into which the Township covenants to deposit, and into which the Treasurer of the Township is hereby authorized and directed to deposit, all moneys for the payment of debt service on the Bonds included in the annual budget of the Township and appropriated to the payment of such debt service in accordance with Section 10 hereof, no later than the date when principal or interest on the Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of the Bonds then maturing. Any moneys received by the Township as accrued interest on the Bonds upon the issuance thereof shall be deposited in the Sinking Fund in accordance with Section 18 hereof and shall be applied to pay interest due on the Bonds on the first interest payment date therefor. All sums in the Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the Bonds as the same shall from time to time become due and payable and the balance of said moneys over and above the sums so required shall remain in the Sinking Fund, subject, however, to withdrawal for investment by the Sinking Fund Depository at the direction of the Township in such investments as are authorized by law (subject to any restrictions on such investments as may be set forth in the Paying Agency Agreement or in the Tax Agreement hereinafter mentioned), which investments and the interest thereon and income therefrom shall be held exclusively for the purposes of the Sinking Fund. The Sinking Fund shall be kept and maintained in a separate account at the designated office of the Sinking Fund Depository until such time as the Township by resolution shall provide for a similar separate account in another bank or bank and trust company doing business in the Commonwealth of Pennsylvania. The Sinking Fund Depository, without further authorization than as herein contained, shall pay to the Paying Agent from the moneys in the Sinking Fund, the principal of and interest on the Bonds as and when the same shall become due, whereupon the Paying Agent shall, without further authorization than as herein contained, pay such amounts to the holders of the Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. [Intentionally Omitted.]

Section 13. Establishment and Operation of Rebate Fund. In order to provide for the payment of any required rebate to the United States with respect to the Bonds pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there is hereby created and established a special fund of the Township designated as "Rebate Fund, Township of Haverford General Obligation Bonds, Series of 2021 (the "Rebate Fund"). The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 25 hereof.

Unless and until moneys in the Rebate Fund are invested as hereinafter provided, such moneys shall be deposited in one or more accounts (which may or may not be interest bearing, but which shall be separate and apart from all other accounts of the Township) with the

Sinking Fund Depository or any other incorporated bank or trust company doing business in the Commonwealth of Pennsylvania which is authorized by law to accept deposits of public funds, which has a combined capital and surplus of not less than $50,000,000 and the deposits in which are insured by the Federal Deposit Insurance Corporation or by any other agency of the United States performing functions similar to the Federal Deposit Insurance Corporation. Such account or accounts shall be deemed to be part of the Rebate Fund for the purposes hereof.

Subject to the Tax Agreement referred to in Section 25 hereof, moneys on deposit to the credit of the Rebate Fund not required for immediately application may be invested in any investments permitted by law. All investments made with moneys in the Rebate Fund shall be deemed to be part of such Fund. The interest and income received from any investment and any losses incurred upon the sale or other disposition thereof shall be added or charged to the Rebate Fund.

Any other provision of this Section 13 or in the Tax Agreement to the contrary notwithstanding, the Township may close the Rebate Fund if the Township shall have obtained an opinion of nationally recognized bond counsel to the effect that payments to the United States from the Rebate Fund are not required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103(a) of the Code and setting forth such counsel's advice with respect to the disposition of moneys held in the Rebate Fund, and thereupon, the Township shall withdraw all moneys from the Rebate Fund and apply the same in a manner not inconsistent with such opinion and this Section 13 shall be deemed to be deleted from this Ordinance.

Section 14. Redemption of Refunded Bonds. In accordance with the 2016 Bond Ordinance, and conditional upon the receipt by the Township of the proceeds of the Bonds, the Township hereby authorizes the redemption on such date on or after the date of issuance of the Bonds as the President or Vice President of the Board of Commissioners may designate or approve as the redemption date for the Refunded Bonds (such redemption date being referred to herein as the "2016 Bonds Redemption Date"), at a redemption price of 100% of the principal amount thereof plus unpaid interest accrued to the redemption date, all of the Refunded Bonds then outstanding. The proper officers of the Township are hereby authorized to give or cause to be given notice of such redemption to the holders of such Refunded Bonds to be redeemed at the time and in the manner required under the 2016 Bond Ordinance or in the 2016 Bonds, which notice of redemption, if given prior to the date of issuance of the Bonds, may state that it is conditional and subject to the deposit of the redemption moneys with the paying agent for the Refunded Bonds on the applicable redemption date.

Section 15. Escrow Deposit Agreement. If determined by the President or Vice President of the Board of Commissioners of the Township to be necessary or appropriate in order to implement the refunding and redemption of any of the Refunded Bonds, the Township shall, upon the issuance and delivery of the Bonds, enter into an escrow deposit agreement (an "Escrow Agreement") with an appropriate bank or bank and trust company, as escrow agent (an "Escrow Agent"). The President or the Vice President of the Board of Commissioners is hereby authorized and directed, in the name and on behalf of the Township, to execute the Escrow Agreement in such form and containing such terms and provisions, not inconsistent with the

provisions of this Ordinance, as may be approved by the officer executing the same, with such approval to be conclusively evidenced by such officer's execution thereof; the Secretary or the Assistant Secretary of the Township is hereby authorized to affix the seal of the Township to the Escrow Agreement, when so executed, and to attest said seal; and the said officers of the Board of Commissioners are hereby authorized and directed to deliver the Escrow Agreement, when so executed, to the Escrow Agent. The Escrow Agreement may specify the 2016 Bonds Redemption Date, as determined pursuant to this Ordinance.

Section 16. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Bonds in order to ensure that interest on the Bonds will be and remain excluded from the gross income of the holders thereof for federal income tax purposes under Section 103(a) of the Code. Without limiting the foregoing, the Township hereby covenants that it will make no use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and that it will comply with the requirements of said Section of the Code, including without limitation, subsection (f) thereof, and said Treasury Regulations throughout the term of the Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

If mutually agreeable to the Township and the Purchaser at the time the Bonds are initially issued and delivered, the Township may designate all or a portion of the Bonds as "qualified tax-exempt obligations," as that term is defined in Section 265(b)(3)(B) of the Code, for the purposes of Section 265(b)(3) of the Code or, if and to the extent permitted by the Code, all or a portion of the Bonds may be deemed to be so designated, and such designation or deemed designation may be included or referenced in the definitive form of the Bonds when initially issued.

Section 17. Filing with Pennsylvania Department of Community and Economic Development. The President or the Vice President of the Board of Commissioners and the Secretary or the Assistant Secretary of the Township, or any duly appointed successor or acting officers, as the case may be, are hereby authorized and directed to prepare, verify and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds, including the Debt Statement required by Section 8110 of the Debt Act and a Borrowing Base Certificate, and to take other necessary action, including, if necessary or desirable, the preparation and filing of any statements, reports or documents required to exclude any portion of the debt of the Township from the appropriate debt limit as self-liquidating or subsidized debt.

Section 18. Deposit of Proceeds of Bonds into Settlement Account; Application of Moneys in Settlement Account. The Township shall cause the proceeds of the issuance and sale of the Bonds to be deposited immediately upon receipt into an account with the Paying Agent to be known as the "Settlement Account, Township of Haverford General Obligation Bonds, Series of 2021" (the "Settlement Account"). From the moneys on deposit in the Settlement Account, the Paying Agent shall, in accordance with written instructions from the President or Vice President of the Board of Commissioners or the Director of Finance of the

Township, (a) pay over to the Sinking Fund Depository for deposit to the credit of the Sinking Fund the amount, if any, of accrued interest on the Bonds paid by the Purchaser upon the original issuance and delivery of the Bonds, (b) pay (or reserve for the future payment of) the costs of issuance of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) pay to the Escrow Agent or to the paying agent for the Refunded Bonds the amount necessary to refund the Refunded Bonds. Any reserve in the Settlement Account for the future payment of costs of issuance of the Bonds shall be disbursed from time to time by the Paying Agent to pay such costs upon the written order of the President or Vice President of the Board of Commissioners or the Director of Finance of the Township and the presentation of proper invoices for such costs, and any balance of such reserve ultimately remaining in the Settlement Account after payment of all such costs of issuance shall, upon the written order of the President or Vice President of the Board of Commissioners or the Director of Finance of the Township, be paid over by the Paying Agent to the Sinking Fund Depository for deposit to the credit of the Sinking Fund, whereupon the Settlement Account shall be closed.

Section 19. Covenant to Pledge Sufficient Funds to Refund the Refunded Bonds. The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds:

(a) the Township will have irrevocably deposited and pledged with the Escrow Agent under the Escrow Agreement or with the paying agent for the Refunded Bonds an amount sufficient, together with any interest and income to be earned on the investment thereof, to provide for the payment of all principal of and interest on the Refunded Bonds as the same becomes due and payable from the date of issuance of the Bonds to the 2016 Bonds Redemption Date and the payment on the 2016 Bonds Redemption Date of the redemption price of and accrued interest on the Refunded Bonds which have been called for redemption pursuant to the authorization and direction contained in Section 14 hereof;

(b) if appropriate, the Escrow Agent or the paying agent for the Refunded Bonds will have invested the moneys deposited as provided in clause (i) above in such investments as shall be specified by the Township in accordance with the requirements of the Debt Act; and

(c) either notice of the redemption of the Refunded Bonds to be redeemed on the 2016 Bonds Redemption Date shall have been given by or on behalf of the Township and shall be or shall have become irrevocable in accordance with the requirements of the 2016 Bond Ordinance and the Debt Act, or the Township will have given irrevocable instructions and authority to the Escrow Agent or the paying agent for the Refunded Bonds to give on behalf of the Township proper notice, in the manner and at the time required under the 2016 Bond Ordinance, of the redemption of the Refunded Bonds to be redeemed on the 2016 Bonds Redemption Date;

all to the end that the Refunded Bonds shall no longer be deemed to be outstanding under the Debt Act upon and after giving effect to the issuance and sale of the Bonds.

Section 20. Form of Bonds. The Bonds shall be substantially in the following form with any appropriate omissions, insertions and variations:

TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF 2021

No. R-_____ **$_____**

Interest Rate	**Maturity Date**	**Dated Date**	**CUSIP**
	December 1, _____		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

TOWNSHIP OF HAVERFORD, County of Delaware, Commonwealth of Pennsylvania (the "Township"), a Township existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered holder shown hereon or registered assigns, on the maturity date shown hereon, upon surrender hereof, the principal amount shown hereon and to pay interest thereon, at the interest rate per annum shown hereon, from the last interest payment date next preceding the date of authentication hereof to which interest has been paid or duly provided for, unless (a) this Bond is authenticated as of an interest payment date, in which event this Bond shall bear interest from the date of authentication, or (b) no interest on this Bond has been paid or duly provided for, in which event this Bond shall bear interest from the Dated Date shown above, until the Township's obligation with respect to the payment of said principal amount shall be discharged as provided in the Bond Ordinance hereinafter mentioned, and to pay interest, to the extent legally enforceable, on overdue interest, at the same rate per annum. Interest shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on _____, to the registered holder hereof at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each such interest payment date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date. Principal shall be paid at the designated office of TD Bank, N.A. (the "Paying Agent"), or at the duly designated office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by check drawn upon any such paying agent and mailed to the registered holder hereof

entitled thereto at such holder's address as it appears on the bond registration books of the Township. Interest shall also be payable by wire transfer of funds to any registered holder of $500,000 or more in aggregate principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date provided that such holder submits to the Paying Agent not less than five days before the Record Date a written request therefor. In the event any such interest is not paid, such defaulted interest will be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Paying Agent, such date to be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class postage prepaid, to the registered holder of this Bond, at such registered holder's address as it appears on the Bond registration books of the Township, not less than 10 days prior to such special record date. Interest on this Bond shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

This Bond is one of a duly authorized series of bonds designated as "Township of Haverford (Delaware County, Pennsylvania) General Obligations Bonds, Series of 2021" (the "Bonds") limited in aggregate principal amount to $_____ and authorized to be issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, constituting Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes, and by virtue of the Ordinance of the Township enacted on August 9, 2021 (the "Bond Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

[INSERT ANY APPROPRIATE REDEMPTION PROVISIONS HERE]

[Include if appropriate: Any redemption under the preceding paragraphs shall be made by the Paying Agent as provided in the Bond Ordinance upon not less than 30 nor more than 45 days' notice mailed to the registered holders of the Bonds to be redeemed.]

[Include if appropriate: If at the time of mailing of notice of any optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all Bonds called for such optional redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.]

This Bond is transferable by the registered holder hereof or such holder's duly authorized attorney at the designated office of the Paying Agent, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, subject to such reasonable regulations as the Township or the Paying Agent may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new registered Bond or Bonds of the same maturity and interest rate in the same aggregate principal amount will be issued to the transferee. Except as otherwise expressly provided in the Bond Ordinance, the person in whose name this Bond is registered shall be deemed the absolute owner hereof for all purposes, whether or not

this Bond shall be overdue, and the Township and the Paying Agent shall not be affected by any notice to the contrary. No transfer of this Bond shall be effective until entered on the Bond registry books of the Township.

The Bonds are issuable in the form of registered Bonds in the denomination of $5,000 and integral multiples thereof. The Bonds, upon surrender thereof at the designated office of the Paying Agent with, if required by the Paying Agent, a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered holder thereof or such holder's duly authorized attorney, may, at the option of such registered holder, be exchanged for an equal aggregate principal amount of new Bonds of the same maturity and interest rate in any other authorized denominations, upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, and in the manner and subject to the conditions provided in the Bond Ordinance.

Neither the Township nor the Paying Agent shall be required to issue, transfer or exchange Bonds during a period beginning at the close of business on the fifteenth day next preceding any interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on such interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

This Bond is hereby declared to be a general obligation of the Township. The Township hereby covenants with the holders from time to time of the Bonds to include the amount of the debt service on the same in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts to the payment of such debt service and to duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon at the dates and places and in the manner stated therein according to the true intent and meaning thereof.

It is hereby certified that all acts, conditions and things required to be done, to happen and to be performed precedent to and in the issuance of this Bond or in the creation of the indebtedness of which this Bond is evidence, have been done, happened and been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Township, is not in excess of any constitutional or statutory limitation and for the proper budgeting, appropriation and the prompt and full payment of all the obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

[Include if appropriate: This Bond is designated or deemed designated as a "qualified tax-exempt obligation" as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.]

This Bond is not valid unless the Paying Agent's Certificate of Authentication endorsed hereon is duly executed.

[If the Bonds are held by The Depository Trust Company in book-entry form pursuant to the Bond Ordinance, the following legend (or such other legend as may be satisfactory to the Township, the Paying Agent and The Depository Trust Company) shall appear in the place: Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

IN WITNESS WHEREOF, TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA has caused this Bond to be signed in its name by the manual or facsimile signature of the President or Vice President of its Board of Commissioners and its corporate seal or a facsimile thereof to be hereunto imprinted or affixed, attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Township.

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

[TOWNSHIP SEAL]

By _____
(Vice) President, Board of Commissioners

Attest:

_____
(Assistant) Secretary

Paying Agent's Certificate of Authentication

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Bond Ordinance.

TD Bank, N.A.,
Paying Agent

By_____
Authorized Signature

Dated:

STATEMENT OF INSURANCE

[TO BE INSERTED AS APPROPRIATE]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

_____

_____

_____

_____

the within Bond issued by

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

and hereby irrevocably constitutes and appoints _____ Attorney to transfer said Bond on the books of said Township with full power of substitution in the premises.

Dated _____

_____
(Sign here exactly as name(s) is (are) shown on the face of this Bond without any change or alteration whatever.)

SIGNATURE GUARANTEED:

_____
(Signatures must be guaranteed by a member firm of a major stock exchange or a commercial bank or trust company.)

[End of Form of Bond]

Section 21. Approval of Official Statement. The Township hereby authorizes the preparation and distribution of a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Final Official Statement") for the Bonds in connection with the sale and public offering of the Bonds. The proper officers of the Township are hereby authorized to certify that the Preliminary Official Statement and Final Official Statement are "deemed final" as of their respective dates within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"). The President or the Vice President of the Board of Commissioners is hereby authorized and directed, in the name and on behalf of the Township, to execute the Final Official Statement in such form as may be approved by such officer, with such officer's approval thereof and the approval of the Board of Commissioners to be conclusively evidenced by such officer's execution thereof.

Section 22. Municipal Bond Insurance Policy; Certain Agreements with the Bond Insurer. The proper officers of the Township are hereby authorized to contract with a company providing municipal bond insurance (the "Bond Insurer") for the issuance of a municipal bond insurance policy (the "Bond Insurance Policy") insuring the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein and to cause the premium thereon to be paid from the proceeds of the Bonds or other moneys of the Township available for such purpose. The proper officers of the Township or any of them are further authorized and directed, in the name and on behalf of the Township, to execute and deliver such documents, agreements and certificates and to take such other action as may be necessary or appropriate in order to induce the Bond Insurer to issue the Bond Insurance Policy.

Section 23. Debt Act Applicable to Bonds. This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Debt Act and all the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

Section 24. Contract with Bondholders; Parties Interested Herein; Bond Insurer as Third-Party Beneficiary. This Ordinance constitutes a contract with the registered holders of the Bonds outstanding hereunder and shall be enforceable in accordance with the laws of the Commonwealth of Pennsylvania. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Township, the registered holders of the Bonds and the Bond Insurer (if any), any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the Township shall be for the sole and exclusive benefit of the Township, the registered holders of the Bonds and the Bond Insurer. To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 25. Additional Actions Authorized. The proper officers of the Township and each of them are hereby authorized to execute and deliver all such additional documents, instruments, certificates and agreements and to take such other action as may be

necessary or appropriate in order to effectuate the issuance and sale of the Bonds in accordance with this Ordinance, including without limitation (a) the execution of a tax compliance or similar agreement (the "Tax Agreement") covering certain matters relevant to the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes and the rebate to the United States of certain excess earnings from the investment of the proceeds of the Bonds; (b) the execution of a continuing disclosure or similar agreement or certificate of the Township intended to assist the Purchaser in complying with the provisions of Rule 15c2-12(b)(5) of the Securities and Exchange Commission; (c) subscriptions for the purchase of United States Treasury Securities - State and Local Government Series, or the purchase of such other appropriate investments, as necessary in order to provide for the proper investment of funds held under the Escrow Agreement, if any; and (d) the execution of all such documents, instruments, certificates, directions, order, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds.

In addition to and not in limitation of the foregoing, the President or Vice President of the Board of Commissioners is hereby delegated the power and authority on behalf of the Board of Commissioners to approve all final details concerning the issuance and sale of the Bonds, including without limitation the selection of the Purchaser, the date of issuance, the aggregate principal amount, the principal maturities, the redemption provisions, the interest rates and yields, the purchase price to be paid by the Purchaser, and the 2016 Bonds Redemption Date, without need of any further action on the part of the Board of Commissioners, but in each case only to the extent such final details are consistent with the Bond Parameters and the other provisions of this Ordinance and the Debt Act, provided, however, that the Bonds shall not be issued and sold unless the refunding to be accomplished by the issuance of the Bonds shall result in net present value debt service savings to the Township of at least 2.0% of refunded principal. The execution of the Bonds in definitive form by the President or the Vice President of the Board of Commissioners shall constitute conclusive evidence of the approval of all such final details by such officer.

Section 26. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 27. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 9th day of August 2021.

TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA

By_____
President, Board of Commissioners

[Township Seal]

Attest:

_____
Secretary

EXHIBIT A

Maximum Debt Service Schedule

(attached)

TOWNSHIP OF HAVERFORD					
SERIES OF 2021	MAXIMUM PARAMETERS			*Settle*	9/15/2021
REFUNDS THE SERIES OF 2016				*Dated*	9/15/2021

1	2	3	4	5	6
Date	Max Principal	Max Coupon	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
12/1/2021	360,000	5.000	112,416.67	472,416.67	472,416.67
6/1/2022			257,250.00	257,250.00	
12/1/2022	295,000	5.000	257,250.00	552,250.00	809,500.00
6/1/2023			249,875.00	249,875.00	
12/1/2023	295,000	5.000	249,875.00	544,875.00	794,750.00
6/1/2024			242,500.00	242,500.00	
12/1/2024	295,000	5.000	242,500.00	537,500.00	780,000.00
6/1/2025			235,125.00	235,125.00	
12/1/2025	305,000	5.000	235,125.00	540,125.00	775,250.00
6/1/2026			227,500.00	227,500.00	
12/1/2026	320,000	5.000	227,500.00	547,500.00	775,000.00
6/1/2027			219,500.00	219,500.00	
12/1/2027	335,000	5.000	219,500.00	554,500.00	774,000.00
6/1/2028			211,125.00	211,125.00	
12/1/2028	335,000	5.000	211,125.00	546,125.00	757,250.00
6/1/2029			202,750.00	202,750.00	
12/1/2029	355,000	5.000	202,750.00	557,750.00	760,500.00
6/1/2030			193,875.00	193,875.00	
12/1/2030	370,000	5.000	193,875.00	563,875.00	757,750.00
6/1/2031			184,625.00	184,625.00	
12/1/2031	385,000	5.000	184,625.00	569,625.00	754,250.00
6/1/2032			175,000.00	175,000.00	
12/1/2032	400,000	5.000	175,000.00	575,000.00	750,000.00
6/1/2033			165,000.00	165,000.00	
12/1/2033	415,000	5.000	165,000.00	580,000.00	745,000.00
6/1/2034			154,625.00	154,625.00	
12/1/2034	425,000	5.000	154,625.00	579,625.00	734,250.00
6/1/2035			144,000.00	144,000.00	
12/1/2035	440,000	5.000	144,000.00	584,000.00	728,000.00
6/1/2036			133,000.00	133,000.00	
12/1/2036	440,000	5.000	133,000.00	573,000.00	706,000.00
6/1/2037			122,000.00	122,000.00	
12/1/2037	450,000	5.000	122,000.00	572,000.00	694,000.00
6/1/2038			110,750.00	110,750.00	
12/1/2038	455,000	5.000	110,750.00	565,750.00	676,500.00
6/1/2039			99,375.00	99,375.00	
12/1/2039	460,000	5.000	99,375.00	559,375.00	658,750.00
6/1/2040			87,875.00	87,875.00	
12/1/2040	470,000	5.000	87,875.00	557,875.00	645,750.00
6/1/2041			76,125.00	76,125.00	
12/1/2041	485,000	5.000	76,125.00	561,125.00	637,250.00
6/1/2042			64,000.00	64,000.00	
12/1/2042	490,000	5.000	64,000.00	554,000.00	618,000.00
6/1/2043			51,750.00	51,750.00	
12/1/2043	500,000	5.000	51,750.00	551,750.00	603,500.00
6/1/2044			39,250.00	39,250.00	
12/1/2044	515,000	5.000	39,250.00	554,250.00	593,500.00
6/1/2045			26,375.00	26,375.00	
12/1/2045	520,000	5.000	26,375.00	546,375.00	572,750.00
6/1/2046			13,375.00	13,375.00	
12/1/2046	535,000	5.000	13,375.00	548,375.00	561,750.00
TOTALS	10,650,000		7,485,666.67	18,135,666.67	18,135,666.67

PFM Financial Advisors LLC. 7/6/2021

Resolution No 2229 - 2021

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Haverford Township Spending Structure

WHEREAS, on March 11, 2021 President Biden signed into law the American Rescue Plan Act, providing $350 billion in funding for state and local governments; and,

WHEREAS, on May 10, 2021, the U.S. Department of Treasury released the Interim Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act; and,

WHEREAS, the U.S. Department of Treasury calculated Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund at $19.8 million; and,

WHEREAS, on July 12, 2021 the Board of Commissioners publicly reviewed the proposed spending structure, as prepared by Township staff, for the first $9.9 million; and,

WHEREAS, the Board of Commissioners solicited public comment on the proposed spending structure; and,

WHERAS; on August 2, 20201, the Board of Commissioners publicly reviewed the comments received to date; and,

WHEREAS, the Board of Commissioners finds the proposed spending structure to be in conformity with the Interim Final Rule released by the U.S. Department of Treasury; and,

WHEREAS, the Board of Commissioners desires to implement the proposed spending structure, with all future disbursements to comply with the purchasing requirements set forth in the Charter of the Township of Haverford, the First Class Township Code and the General Laws of the Township of Haverford.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford hereby adopts the proposed spending structure in Exhibit "A" to this Resolution.

RESOLVED THIS 9th day of August 2021.

TOWNSHIP OF HAVERFORD

_____
Gerard T. Hart, President

Attest:

_____
Dave Burman, Township Manager

Proposed Spending Structure - First Installment

PUBLIC HEALTH EMERGENCY	NEGATIVE ECONOMIC IMPACTS	SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES	PREMIUM PAY FOR ESSENTIAL WORKERS	WATER, SEWER AND BROADBAND INFRASTRUCTURE	PUBLIC SECTOR REVENUE LOSS	ADMINISTRATIVE
$ 265,145	$ 3,250,000	$ 600,000	$ 305,000	$ 3,250,000	$ 2,000,000	$ 250,000
3%	33%	6%	3%	33%	20%	3%

TOTAL	$9,920,145

Resolution No. 2230 - 2021

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
"Back to Business – Phase 1" Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be $19.8 million; and,

WHEREAS, on August 9, 2021, the Board of Commissioners adopted the proposed spending structure for the first $9.9 million allocation; and,

WHEREAS, on May 10, 2021, the U.S. Department of Treasury released the Interim Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act; and,

WHEREAS, the Interim Final Rule authorizes recipients to use funds to respond to the negative economic impacts of the COVID-19 pandemic, which may include providing grants to businesses and nonprofits; and,

WHEREAS, the Board of Commissioners desires to assist local businesses and nonprofits mitigate financial hardship resulting from the COVID-19 public health emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Back to Business – Phase 1" Program in Exhibit "A" of this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

RESOLVED THIS 9th day of August 2021.

TOWNSHIP OF HAVERFORD

Attest:

_____
Gerard T. Hart, President

_____
Dave Burman, Township Manager

HAVERFORD TOWNSHIP
"BACK TO BUSINESS – PHASE 1" PROGRAM
(American Rescue Plan Act Funded)

Haverford Township recognizes the struggle many businesses endured throughout the early months of the COVID-19 pandemic and continue to feel as our community fights through it. We also recognize the value of local businesses and that local businesses build community. With that acknowledgment, the Township has allocated monies from its American Recovery Plan Act funds to assist Haverford Township businesses that have experienced negative economic impacts from the COVID-19 pandemic. The goal of this program is to help local businesses mitigate financial hardship resulting from the COVID-19 public health emergency. The program is specifically designed to be simple to administer and quick to get monies to Haverford Township businesses!

Eligibility:

- Business must have been active as of March 1, 2020 and continue to be active as of September 1, 2021 and either headquartered or have a physical location in Haverford Township
- Business must have at least $25,000 in gross receipts as reported on their filed 2019 and 2020 business privilege/mercantile tax returns or Form 990 in the case of a not-for-profit 501(c)(3)
- Business must have sustained at least a 20% reduction in revenues due to the COVID-19 pandemic when comparing 2020 annual receipts to 2019 annual receipts as reported on their filed business privilege/mercantile tax returns
- If a business started in 2019, gross receipts will be annualized to compare with 2020
- Business must have a current Haverford Township business license and must be current on all Haverford Township Business Privilege/Mercantile and Local Service Tax returns through filings due May 15, 2021 (extended)
- Passive businesses, such as rental property owners are not eligible unless they had employees as reported on properly filed Haverford Township Local Service Tax return as of March 31, 2020
- Not-for-profit 501(c)(3) entities located or headquartered in Haverford Township are eligible for funding but must provide IRS Form 990 to support the eligibility criteria regarding revenue reduction

Grant Processes:

- Application deadline and limit for Round 1 is September 30, 2021 at 4pm or 250 applications, whichever comes first
- Round 2 will be open AFTER Round 1 applications are processed
- Grant awards will be $2,500
- Awards will be paid within 30 days of completed application submission

2022 BUDGET ADOPTION SCHEDULE

1. **Presentation of Manager's Budget to the Board of Commissioners on or before October 31, 2021.**

2. **FIRST SPECIAL BUDGET MEETING OF THE BOARD**

   MONDAY, NOVEMBER 15, 2021
   7:00 P.M.

   Availability of the 2022 Preliminary Budget, including Capital Program and Capital Budget. Advertisement will include a summary of the budget submitted by the Township Manager by major category.

3. **SECOND AND FINAL PRESENTATION/ADOPTION OF THE 2022 BUDGET**

   MONDAY, DECEMBER 13, 2021
   7:00 P.M.

ORDINANCE NO. P7-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD".

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 that Chapter 170, Trees, is amended by deleting the existing Chapter 170 and replacing it with the following:

Chapter 170 TREES

§ 170-1. Purpose and Declaration of Policy.

A. It is the policy of Haverford Township that there shall be no net loss of trees within the boundaries of the Township. The purpose of this Chapter is to establish the standards necessary to assure that this policy will be implemented and enforced. The provisions of this article are enacted to:

(1) Establish protective regulations for trees within Haverford Township in order to control problems of flooding, soil erosion, air and noise pollution and make Haverford Township a healthier and safer place in which to live;

(2) Encourage the protection of the maximum number of healthy trees throughout the Township, regardless of location;

(3) Establish and maintain the maximum amount of tree cover on public and private lands in the Township by prohibiting the destruction and removal of trees except in accordance with the standards set forth in this article;

(4) Maintain trees in the Township in a healthy and nonhazardous condition through professionally accepted arboricultural practices;

(5) Establish and revise, as necessary, standards for the planting and maintenance of trees to improve the economic base of the Township by improving property values, to enhance the visual quality of the Township and its neighborhoods and to improve public health by lessening air pollution and the incidence of flooding;

(6) Minimize hazards and damage to streets and sidewalks and reduce the costs of maintaining public rights-of-way;

(7) Provide latitude in the interpretation and application of Township rules, standards, and guidelines when reasonable and necessary to minimize the destruction of trees.

§ 170-2. Definitions.

The following words and phrases, when used in these regulations, shall have the meanings ascribed to them, except in those instances when the context clearly indicates a different meaning:

ARBORIST – An ISA Certified Arborist, as defined below.

AREA OF PRESERVATION – The area around a tree to be protected which is calculated as twelve times DBH OR 1 foot of radius per inch of DBH

CALIPER INCHES – Standard measurement of nursery stock's diameter taken 12" or lower on stem depending on propagation method and size category

CLEARING – The clearing or removal of six or more trees annually, each having a DBH of six inches or greater on any property or adjacent properties under single ownership.

CROWN – The branches and foliage of a tree; the upper portion of a tree.

DBH (DIAMETER AT BREAST HEIGHT) – Standard measurement of a tree's diameter taken at breast height (4 1/2 feet above the ground or 1.5 meters).

EARTH DISTURBANCE ACTIVITY – As defined in Chapter 78, Erosion and Sediment Control; Stormwater Management.

HERITAGE TREE – A tree having a thirty (30) inch-or-greater DBH.

ISA CERTIFIED ARBORIST – A certified professional who has a minimum of three years' full-time experience working in the professional tree care industry and who has passed an examination covering all facets of arboriculture.

PERMIT – Any permit in writing as issued by the Township Manager of the Township of Haverford.

PERSON – Any person, firm, partnership, association, company or organization of any kind.

PRUNING – The removal of that part of the plant that is undesirable or superfluous.

PUBLIC STREET, HIGHWAY OR AVENUE – Any street, sidewalk or alley open to the public within the right-of-way lines thereof.

PUBLIC SHADE TREE – Any tree in or upon any public park, property, street, highway and/or avenue in the Township of Haverford, or that part of any tree which extends within the lines of any public street, highway and/or avenue in the Township of Haverford.

TOWNSHIP MANAGER – Refers to the Township Manager or designee in the implementation and enforcement of this Chapter.

TREE – Any woody perennial plant usually having but one main stem or trunk and a more or less definitely formed crown and growing to a height of 10 feet or more.

TREE DRIPLINE – The line marking where the outer edges of a tree's branches overhang the ground.

TREE REPLACEMENT FORMULA –

(1) Where a developer or owner finds it impossible or impractical to retain existing trees that are less than 30 inches in diameter, they shall replant one inch of new tree diameter for

every four inches of existing tree diameter removed. Replacement trees shall have a minimum diameter of two inches.

(2) Where a developer or owner finds it impossible or impractical to retain existing trees which are 30 inches or greater in diameter, they shall replant one inch of new tree diameter for every one inch of existing tree diameter removed. Replacement trees shall have a minimum diameter of at least 2 inches. A permit shall be required for the removal of any Heritage Tree. The Shade Tree Commission shall recommend to the Township Manager whether the permit should be approved or denied. The Shade Tree Commission shall provide a written basis for its findings.

(3) If replacement planting is impractical or impossible, the developer or owner shall make a payment to the township in lieu of planting at a fee rate set by the Board of Commissioners.

§ 170-3. Regulations and Requirements for Public Shade Trees.

A. Applicability.

(1) The standards of this section shall apply to all Public Shade Trees in Haverford Township, including the portion of a Public Shade Tree on private property.

B. Permit Required.

(1) No person shall plant, prune, remove or spray a Public Shade Tree in or upon any public street, highway and/or avenue without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be planted, pruned, sprayed and/or removed, except that it shall not be unlawful to perform the following activities:

i Trim shade trees to conform to the clearance requirements of Section C(4) hereof; trim or prune shrubs and bushes within the public area, remove or cut off low hanging or broken branches of trees which create or may create a public nuisance or danger; carry out normal repair, upkeep, minor pruning and trimming;

(2) The Township Manager shall have the authority to designate the type of Public Shade Tree suitable and may refuse a permit to plant any type of tree which, in the opinion of the Township Manager, is not suitable to the location. The Township Manager may be guided by standards laid down by the International Society of Arboriculture or any other similar organization which promulgates standards which would carry out the intent of these regulations.

(3) No person shall, without first obtaining a permit therefor, cut, break, climb with spikes, injure in any manner or remove any Public Shade Tree; or cut down or interfere in any way with the main roots of any Public Shade Tree; or spray any Public Shade Tree with any chemical or insecticide; or place any rope, guy wire, cable, sign, poster or any other fixture on any Public Shade Tree or guard for any Public Shade Tree; or injure, misuse or remove any device placed to protect any tree except in case of immediate necessity for the protection of life and/or property.

(4) No person shall, without first obtaining a permit, place or hereafter maintain any stone, cement or any other impervious surface such as blacktop which shall impede the passage of water and air to the roots of any Public Shade Tree.

(5) No person shall remove a Public Shade Tree with a DBH of four inches from any property without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be removed.

C. General Regulations.

(1) No person shall plant a Public Shade Tree in or upon the public streets, highways and/or avenues within five feet from the edge of any driveway.

(2) No person shall plant a Public Shade Tree nearer to the intersection of any two or more streets than 25 feet from the point of intersection of any two public right-of-way lines. A distance of 30 feet shall be maintained on streets which are state highways.

(3) No person shall pour saltwater, oil or any other deleterious material at any place in such manner that injury might result to any Public Shade Tree.

(4) Every property owner of trees standing on private property shall keep such trees trimmed so that the minimum clearance of any branches that overhang any public walks is twelve (12) feet for mature trees and nine (9) feet for newly planted trees, and the minimum clearance where branches overhang any public street, highway and/or avenue is fourteen (14) feet.

(5) The Township Manager may order the removal of any tree on private property if said tree is diseased, dead or creating any hazard to the public.

(6) On all new building sites, the owner or contractor shall plant on said building site abutting the public right-of-way at least one Public Shade Tree for every 30 feet of street frontage or fraction thereof.

D. Permit Procedure.

(1) The application for any permit required hereunder shall be submitted, in writing, to the Township Manager on a form provided by the Township for this purpose.

(2) The permit application shall specify:

(a) The particular kind of work or operation the applicant desires to perform and shall state the exact location and the species of any tree affected.

(b) A written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.

(c) The proposed location of any replacement trees, if required by the Tree Replacement Formula.

(3) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.

(4) The Township Manager, in his or her sole discretion, may submit any permit application received hereunder to the Shade Tree Commission for review, comment and recommendation as to approval or disapproval.

(5) The Township Manager may revoke any permit issued under this section upon satisfactory proof that any of the terms or conditions upon which the permit was issued have been violated.

E. Enforcement.

(1) The Township Manager, in conjunction with other Township Departments, shall enforce these regulations.

(2) The property owner shall complete all required work within nine months if issued contemporaneously with a building permit, or within sixty (60) days for all other work, unless the Township Manager extends such completion date or temporarily revokes said permit for cause.

(3) If any property owner neglects or refuses to comply with any order of the Township Manager within the time limit specified in a written notice issued by the Township Manager, the Township Manager may cause such violation to be abated at the expense of the property owner, and the entire cost of the work shall be a lien upon said premises, and a claim therefor shall be filed in the same manner as municipal claims are filed and collected.

§ 170-4. Regulations and Requirements for Subdivisions, Land Developments and Other Earth Disturbance Activities.

A. Applicability.

(1) The standards contained herein shall apply to the following activities:

(a) Land development;

(b) Subdivision;

(c) Any Earth Disturbance Activity in excess of 300 cubic yards;

(d) Any Earth Disturbance Activity for parking lots of five or more cars;

(e) Demolition of a structure as defined in Chapter 182, Zoning, as amended;

(f) Any other Earth Disturbance Activity for which a permit is required.

(g) Removal of a Tree associated with the activities identified in § 170-4A(1)(a) through (f) above;

(2) The standards contained herein shall be the minimum standards to be met and maintained. Standards established by other Township ordinances or by state and federal rules and regulations shall apply where those standards are more restrictive than the standards set forth herein.

B. Permit procedure.

(1) Any person desiring to remove or relocate a tree associated with the activities identified in § 170-4A(1)(a) through (g) above, and not otherwise exempted from the provisions of this Chapter, must first apply to the Township Manager for a tree removal permit. The application shall be accompanied by a written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.

(2) Before a building permit, demolition permit or grading permit is issued or, in the case of a subdivision or land development, at the time of application for preliminary plan approval, the applicant shall submit:

(a) Site plans showing:

i The size, species and location of all trees with a DBH of four inches or greater which are in the proposed area of disturbance, clearly indicating which trees are to be removed and which trees are to be maintained. A calculation of the total DBH inches of trees to be removed and the total caliper inches of trees to be planted to meet the Tree Replacement Formula and the street frontage tree requirements;

ii The approximate location of trees on adjoining properties that are located within 20 feet of the property line (these locations may be approximated from the subject property or via existing aerial photographic data);

iii Specifications for removal of existing trees and protection of existing trees during construction;

iv Grade changes or other work that may adversely affect any trees, with specifications on how the grade, drainage and aeration will be maintained around the tree.

(b) Planting plans showing:

i The size, species and location of trees to be planted in compliance with the tree replacement formula;

ii A chart summarizing sizes and species of trees to be removed and trees to be planted.

(c) All trees to be removed and all trees to remain on the subject property shall, prior to the issuance of such permit, be marked with a permanent marking, clearly visible at the base of the tree, indicating whether the tree is to be removed or to remain.

(d) For every 30 trees to be removed, the applicant must provide five photographs capturing as many trees as possible to obtain a broad spectrum of the proposed property to be cleared and/or areas of six or more trees to be removed.

(3) The Township Manager shall refer all applications and accompanying materials to the Haverford Township Shade Tree Commission for review, comment, and recommendation of approval or disapproval. The Shade Tree Commission may conduct an on-site inspection to determine whether such removal or relocation conforms to the requirements of this article. Failure on the part of the Shade Tree Commission to reply within 30 days shall be deemed a

recommendation of approval. In the event that the Shade Tree Commission recommends denial of an application, it shall specify, in writing, the reason for this action.

(4) The Township Manager may issue a tree removal permit upon recommendation of approval by the Shade Tree Commission.

(5) The Shade Tree Commission shall recommend approval of the permit if the plan meets the Tree Replacement Formula, street frontage tree requirements and any other applicable tree regulations. The Shade Tree Commission may recommend adjustments to the Tree Replacement Formula and street frontage tree requirements due to any of the following existing site conditions:

(a) trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption of public services.

(b) trees which pose a safety hazard to buildings.

(c) diseased trees, trees infested with destructive insects liable to infect the healthy trees on adjacent property or trees weakened by age, storm, fire or other injury.

(d) necessity for compliance with other Haverford Township codes, such as building, zoning and subdivision regulations, health provisions and other environmental ordinances.

(e) site specific restrictions.

(f) other conditions which, in the judgment of the Shade Tree Commission, warrant the removal of the tree.

(6) In the event that any tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety and requires immediate removal without delay, verbal authorization after an on-site inspection may be given by the Township Manager without first obtaining a written permit as is otherwise herein required. The property owner shall apply for a written permit, as required herein, immediately upon the abatement of the hazardous condition.

(7) In the event that replanting in accordance with the Tree Replacement Formula is impractical or impossible as determined by the Shade Tree Commission, the applicant has the option of making payment to the Township in lieu of replanting. Contributions received shall be utilized for replacement of trees elsewhere in the Township, unless extenuating circumstances exist, at the discretion of the Township Manager.

(8) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-6. Protection of existing trees during construction.

Developers shall exercise care to protect trees which are to be retained from damage during construction. The following procedures shall be observed to protect remaining trees:

A. Protection from mechanical injury.

(1) An Area of Preservation around all trees to be retained shall be protected by appropriate fencing.

(2) Heavy-equipment operators shall be careful not to damage existing tree trunks and roots. Feeder roots shall not be cut closer than the Area of Preservation.

(3) Tree trunks and exposed roots damaged during construction shall be inspected by an Arborist and treated according to the Arborist's professional recommendation, all at the expense of the Applicant.

(4) Tree limbs damaged during construction shall be pruned in accordance with the standards outlined in ANSI A300, Tree, Shrub and Other Woody Plant Maintenance.

(5) The operation of heavy equipment within driplines shall be minimized in order to prevent soil compaction.

(6) The installation of four foot wide wood chip paths for high traffic areas adjacent to any Areas of Preservation is encouraged around all retained trees and mandatory around any Heritage Tree.

(7) To preserve trees which may be disturbed by the construction process, an Arborist shall sample soil in or adjacent to any Areas of Preservation and implement appropriate mitigation treatment for any soil compaction or other soil deficiencies, all at the expense of the Applicant. It is recommended that the Arborist additionally inspect the trees 1 year and 5 years after the completion of construction.

(8) Trees shall not be used for roping, cables, signs or fencing. Nails and spikes shall not be driven into trees.

(9) The area around the base of existing trees shall be left open to provide access for water and nutrients. Therefore, no impervious cover nor storage of equipment, materials, debris or fill shall be allowed within the dripline of any existing tree, except as may be necessary for a maximum of three months if no other storage space is available.

B. Protection from grade change.

(1) Raising the grade. If an increase in the grade of the land is proposed, the developer shall install either of the following:

(a) A system of gravel and drain tiles at the old soil level opening into a dry well built around the trunk and designed for each tree, individually fitting the contour of the land so that it drains water away from the tree trunk.

(b) A retaining wall between the existing grade and the higher grade.

(2) Lowering the grade. If a lowering of the grade is proposed, the developer shall initiate one of the following methods to protect the trees:

(a) Terracing the grade.

(b) A retaining wall between the existing grade and the lower grade.

(3) If the proposed grade change, in the opinion of the Shade Tree Commission, is too excessive to allow retention of existing trees, the developer shall replace the trees removed on a 1:4 basis, which means one inch of new caliper for every four inches of DBH removed.

C. Protection from excavations. When digging trenches for utility lines and other similar uses, the developer shall adhere to the following, listed in the order of their preference:

(1) If possible, trenches should bypass the root area.

(2) If this is not feasible, trenches should be tunneled under the tree's tree root area.

(3) If trenches must be dug in the tree root area, the following precautions shall be observed:

(a) Trenches shall be no closer to the trunk than half the distance from the dripline.

(b) Cut as few roots as possible.

(c) If roots must be cut, cut them as cleanly as possible under Arborist supervision.

(d) Exposed roots must not be allowed to dry out before permanent backfill is placed; provide temporary earth cover or pack with peat moss and wrap with burlap.

(e) Backfill the trench as soon as possible avoiding soil compaction.

D. Protection during cleanup.

(1) All construction debris shall be hauled away and shall not be burned or buried on site.

(2) Fences and barriers around trees shall be the last thing to be removed from the site.

§ 170-7. Specifications for planting and replacement of trees.

A. Replacement of trees lost during construction, renovation or property clearance shall be in accordance with the Tree Replacement Formula.

B. Criteria for selection of new trees. The following criteria and guidelines shall be followed when a developer is required to replace trees that have been removed or when it is necessary for a developer to choose certain trees for retention and others for removal:

(1) Species longevity.

(2) Hardiness, including wind firmness, climate requirements and characteristics of soil to hold tree.

(3) Susceptibility to insect and disease attack and to pollution.

(4) Aesthetic value, including autumn coloration, type of flowers or fruit and form characteristics.

(5) Maintenance and care, such as pruning, etc.

(6) Wildlife values.

(7) Comfort to surroundings, such as summer shade.

(8) Existence of disease, rot or other damage to tree.

(9) Protection of buildings, vehicles and pedestrians.

(10) Size at maturity.

(11) Effect on soil retention and erosion control.

(12) Value as a noise buffer.

(13) Undesirable characteristics.

§ 170-8. Appeals; costs.

A. Any person who shall deem that he suffered damages by reason of the enforcement of this Chapter may appeal, in writing, to the Board of Commissioners within 10 days after the date of such action. The Board of Commissioners shall fix and notify the appellant of a time and place for a public hearing on said appeal, and the appellant shall cause notice of such hearing to be published in a newspaper circulating in the Township at least 10 days prior to the hearing. All parties in interest shall be afforded an opportunity to be heard thereat. After such hearing, the Board of Commissioners shall affirm or reverse the action of the Shade Tree Commission and/or Township Manager, stating its findings and reasons for its actions, and a written copy of such action shall be given to the appellant.

B. The fee for such a hearing shall be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-9. Violations and penalties.

Any person, firm or corporation violating any provision of this article shall, upon summary conviction before any District Justice of the Peace, pay a fine not exceeding $600 and costs of prosecution; and in default of one payment of the fine and costs, the violator may be sentenced to the county jail for a term of not more than 30 days. Each and every day in which any person, firm or corporation shall be in violation of this article shall constitute a separate offense. Such fines or penalties shall be collected in the manner provided by the First Class Township Code.

ORDAINED AND ENACTED by the Board of Commissioners of Haverford Township, Delaware County, Pennsylvania.

Enacted this _____ day of _____, 202_.

COMMISSIONERS OF THE
TOWNSHIP OF HAVERFORD

BY: _____
GERARD T. HART, PRESIDENT
BOARD OF COMMISSIONERS

(TOWNSHIP SEAL)

Attest: _____

David R. Burman
Township Secretary

ORDINANCE NO. P11-2021

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 175-95 Schedule XX: Special Purposes Parking Zones.

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

SECTION 2. That Section 175-83 Schedule VIII: Stop Intersection

On Bewley Road, south, at intersection of Llandaff Road

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 August, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P13-2021

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/amended and ordained by the authority of the same:

Chapter 175. Vehicles and Traffic

Article IX. Removal and Impounding of Disabled or Illegally Parked Vehicles

§ 175-67. Towing and hooking fees and storage charges.

[Amended 3-14-1983 by Ord. No. 1866; 2-25-1991 by Ord. No. 2107; 2-12-1996 by Ord. No. 2238; 1-10-2000 by Ord. No. 2329; 5-14-2007 by Ord. No. 2503; 2-9-2009 by Ord. No. 2569]

A.

Towing and storage fees. The charges for the removal and towing of motor vehicles pursuant to this article shall not exceed $125 for each vehicle up to 7,000 pounds; light-duty trucks 7,001 to 17,000 pounds shall not exceed $150; and charges for heavy truck towing over 17,000 pounds are based on size, weight and distance. The charges for the storage and impounding of such motor vehicles shall not exceed $50 for every twenty-four-hour period or fraction thereof. The standard cleanup fee is $25; if excessive cleanup is needed, a flat fee of $45 will be charged. If the vehicle sustains damage to the windows, a flat fee of $6 for Collision Wrap® can be charged. Should a tow be requested to the scene by the Police Department and the tow operator is released from the scene to return later, a flat fee of $30 can be charged in addition to the standard tow fee of $125. A $50 flat fee administration charge will be charged on all tows. An interim stop at a police facility shall not justify an additional tow charge. Such charges shall be paid by the owners of such motor vehicles or by the person who is found to have caused the violation of this article.

B.

Hooking fees. In all instances when a vehicle is hooked and the owner/operator returns prior to the vehicle being removed, tow operators shall charge no more than $75 as a hooking fee and shall release the vehicle.

C.

Police administration fee. Prior to release of the vehicle, the impound yard shall collect an administrative fee of $25. This payment shall be made to the Township for each vehicle towed during the tower's duty period. Records of such payment will be included in the monthly reports provided to the Police Department.

[Added 11-14-2011 by Ord. No. 2647]

Amend Section A to read:

Towing and storage fees. The charges for the removal and towing of motor vehicles pursuant to this article shall not exceed $150 for each vehicle up to 7,000 pounds between the hours of 6 AM to 6 PM; During the hours from 6 PM to 6 AM the fee shall increase to $175. For light-duty trucks 7,001 to 17,000 pounds shall not exceed $175 from 6 AM to 6 PM, The fee shall increase during the hours from 6 PM to 6 AM to $200 and charges for heavy truck towing over 17,000 pounds are based on size, weight and distance. The charges for the storage and impounding of such motor vehicles shall not exceed $65 for every twenty-four-hour period or fraction thereof. The standard cleanup fee is $25; if excessive cleanup is needed, a flat fee of $45 will be charged. If the vehicle sustains damage to the windows, a flat fee of $6 for Collision Wrap® can be charged. Should a tow be requested to the scene by the Police Department and the tow operator is released from the scene to return later, a flat fee of $30 can be charged in addition to the standard tow fee of $150. A $75 flat fee administration charge will be charged on all tows. An interim stop at a police facility shall not justify an additional tow charge. Such charges shall be paid by the owners of such motor vehicles or by the person who is found to have caused the violation of this article.

ADOPTED this 9th day of August, 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President

Attest: David R. Burman
Township Manager

ORDINANCE NO. P15-2021

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 157, "STREETS AND SIDEWALKS".

SECTION 1: TEXT AMENDMENTS

Article III - Excavations, Openings and Occupancy

§ 157-30 Restoration following excavation.

A. All work commenced in pursuance of said permits shall be prosecuted without interruption to the completion thereof, and said openings or excavations shall be immediately refilled by the parties making the same or by the holder of the permit with suitable materials thoroughly compacted by tamping or puddling.

B. Sidewalks and curbs shall be replaced and restored to their former condition by the parties making the excavations or by the holder of the permit.

C. Whenever, in connection with any work covered by this article, a tunnel is to be made under an improved surface, this fact shall be disclosed in the application. Before a tunnel is excavated, specific approval must be obtained from the Township and endorsed upon the permit. The backfilling of the excavation shall not be done except in the presence of a special Township inspector. It shall be made with a damp concrete mix of 1:4:8, thoroughly tamped in six-inch layers or according to a similar method approved by the Township Engineer.

D. Backfilling excavations. All openings or excavations shall be backfilled promptly with suitable materials such as 2A or 3A modified stone thoroughly compacted in layers, each of which shall not exceed 12 inches in depth, and tamped to within three inches of the surface or puddled, where required. Excavated material shall not be used for backfill.

E. A temporary paving of three inches of compacted asphaltic concrete shall be installed flush with the surface of the adjoining paving. The applicant shall keep and maintain such paving in proper condition until such time as the permanent paving is installed. If the applicant fails to install such temporary paving within a reasonable time after completion of the improvement or fails to properly maintain such paving, the Township shall perform the work and charge the cost thereof to the applicant.

F. Permanent pavement restoration to bituminous concrete roadways shall be performed by the permittee within 30 days and after completion of the initial work. An eight-inch-thick bituminous concrete base course and a two-inch-thick wearing course, in accordance with the most recent Pennsylvania Department of Transportation standards, shall be provided. Edges of the excavation shall first be cut 12 inches. Edges shall be hot sealed with application of AC-20 bituminous sealer after placement of the paving.

G. Permittee shall include base repair, surface milling and overlay for the full-width of the cartway, to include edge of paving to edge of paving for the greater of the entire block or 100 lineal feet, under any of the following circumstances:

(1) Where the street has been overlaid within the most recent five years.

(2) Where openings of more than 25 square feet have been made within 100 linear feet of pavement.

(3) Where an opening of 50 continuous linear feet has been made.

~~G~~H. If, within one year after the installation of the permanent paving, defects appear, the permittee shall make all necessary repairs to the permanent paving at the applicant's expense.

~~H. When four or more openings, or one continuous opening, have been made within 100 linear feet of pavement, the permittee shall overlay the traffic lanes in which the opening was made, for the entire length of highway between the ends of the furthest openings, made in a manner authorized by the Department of Public Works.~~

I. Within 30 days after completion of all work and restoration, the permittee shall provide the Township with as-built drawings of the permit area. The as-built drawings shall show the location and type of all utilities, structures, and other facilities installed in the permit area as well as the location of all restored surface areas.

Adopted this day of September, 2021.

Township of Haverford

By: Gerard T. Hart

President

Attest: David R. Burman, Township Manager

ORDINANCE NO. P17-2021

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 175-95, Schedule XX: Special Purpose Parking Zone

In front of 700 Buck Lane

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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

RESOLUTION NO. 2228-2021

Haverford Township / DELCO GREENWAYS Grant Round 2

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established an Open Space and Recreation Municipal Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delaware County Open Space and Greenways Municipal Grant Program in order to help fund Design, Engineering, Construction of the Brookline Park Development Project.

NOW, THEREFORE, by the governing body of Haverford Township, Delaware County, Pennsylvania, as follows:

1 That the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance.

2 That Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Duly presented and adopted by the Governing Body of Haverford Township in public meeting held this 9th day of August, 2021.

Resolved this 9th day of August, 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

Return to Bid List

Bid

NUMBER

Newtown Township, Delaware County

TITLE

2021-2022 Salt Bid, Contract 2021-01

PROCESS

One Step Unsealing

STATUS

Closed to Bidding

DESCRIPTION | BID DOCUMENTS | CLARIFICATIONS (FROM VENDORS) | RESPONSE | BIDDERS | RESULTS

CALENDAR

BID RESULTS (5 records)

NAME	TOTAL BASE PRICE ↑	EXTERNAL COMMENTS
Eastern Salt Company, Inc.	$699,600.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$63.60	$699,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Cargill, Inc.	$739,420.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$67.22	$739,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Compass Minerals America Inc.	$777,810.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$70.71	$777,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
riverside construction materials inc	$786,500.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$71.50	$786,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Morton Salt	$878,570.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$79.87	$878,

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Return to Bid List

Bid

NUMBER
Newtown Township, Delaware County
TITLE
2021-2022 Salt Bid, Contract 2021-01
PROCESS
One Step Unsealing
BIDS RECEIVED
5
STATUS
Closed to Bidding

SETUP | CLARIFICATIONS (FROM VENDORS) | RESPONSE | ANALYSIS | AWARD | LOG

QUESTIONS | PRICING

SELECT VIEW
Cross Tab View

DISPLAY OPTIONS
SELECT CROSSTAB
Unit Price
SORT ORDER
By Total Price Ascending

Fullscreen

Export (data:application/vnd.ms-excel; base64,PGh0bWwgeG1sbnM6bz0idXJuOnNjaGVtYXMtbWljcm9zb2Z0LWNvbTpvZmZpY2U6b2ZmaWNlIiB4bWxuczp4PSJ1cm46c2NoZW1hcy1taWNyb3NvZnQtY29tOm9mZmljZTpleGNlbCIgeG1sbnM9Imh0dHA6Ly93d3cudzMub3JnL1RSL1JFQy1odG

FILTER OPTIONS
TYPE
☑ Base ☑ Option ☐ Alternate
ITEM GROUP

SHOW/HIDE OPTIONS
☐ Extended Estimate
☑ Average ☐ Std Deviation
☐ Show Details

SCENARIO OPTIONS
Please choose one

AWARD SELECTED
Selection Total: $0.00

Award Lump Sum Award Selected Items

Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	Eastern Salt Company, Inc.	Cargill, Inc.	Compass Minerals America Inc.	riverside construction materials inc	Morton Salt	AVERAGE
Bid Price Ratio					100%	94.61%	89.94%	88.95%	79.62%	
Total Extended					$699,600.00	$739,420.00	$777,810.00	$786,500.00	$878,570.00	
PRICING LINE ITEMS					**$699,600.00**	**$739,420.00**	**$777,810.00**	**$786,500.00**	**$878,570.00**	
1	Price per Ton of De-Icing Salt	Base	$/Ton	11,000.00	$63.60	$67.22	$70.71	$71.50	$79.87	$70.58

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HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: AUGUST 2, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: SKATIUM CAPITAL IMPROVEMENT

On your August 9 agenda is a Motion to approve the purchase and replacement of a compressor within the environmental control system at the Skatium. As this is another large capital expenditure within the Skatium, we thought it best to provide a short narrative.

During the week of July 19, one of the chillers within our system went down and was further identified to be a compressor failure. The compressors within the chiller system play a role in the creation of cold refrigerant necessary to maintain and operate an indoor ice skating facility. These systems are under an even more extreme load during our summer months. Our system is designed with multiple chillers so the current operations are being absorbed by the remaining chillers; however, the system needs to operate at its intended production levels. A replacement compressor was not expected in this cycle of the capital improvement plan; however, it is an essential component for operations. Carrier is the manufacturer of existing chiller system and provided the best price for replacement and installation at $33,117. As in many industries, there are supply chain delays so until the replacement is performed, the remaining chillers will continue to carry the load.

As this is a specialized component and replaces existing equipment, the purchase is not subject to public bidding or prevailing wage rates.

If you have any questions, please do not hesitate to contact me.

Address 4110 Butler Pike
Suite A100
Plymouth Meeting, PA 9462
Phone (267) 634-4879
Fax (860) 998-4298
E-mail stephen.f.stelzer@carrier.com

Contact Name	Richard Turnbull
Account	TOWNSHIP OF HAVERTOWN DELAWARE COUNTY, SKATIUM PROJECT
Phone	(610) 853-3252
Site Address	1014 Darby Rd Havertown, PA 19083-3616
Estimate Date	07/26/2021
Quote Number	00613444
Job Description	Skatium Replace B1 Compressor on 30HXC Chiller

Scope of Work

Secure power to the chiller and Recover the refrigerant from the affected circuit in approved containers.
Provide a gantry for rigging the compressor to and from the chiller barrels.
Remove the existing B circuit compressor and contactor.
Provide and install a new compressor, contactor and insulation packet.
Evacuate and leak check the chiller.
Return the refrigerant previously removed to the chiller.
Remove the refrigerant bottles from the site for cleaning.
Start and test the operation of the chiller.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Only the refrigerant recovered will be reinstalled under the terms of this offer. If additional refrigerant is required, it will be supplied upon a time and material basis if authorized.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes:	$33,117.00
Alternate Price for PROVISION ONLY of Compressor and required insulation packet:	$22,567.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Stephen Stelzer

Carrier Commercial Service

	Title
Customer Acceptance (signature) Date	Purchase Order

The attached Terms & Conditions shall govern.

HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: AUGUST 4, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: SKATIUM CONTRACT AWARD

On your August 9 agenda is a Motion to approve the purchase and installation of 22 LED light fixtures and the related lamps. This will complete the entire retrofit to LED lighting within the Skatium. We are once again participating in the PECO Smart Incentives program which is expected to save approximately $3,256 resulting in a net project cost of $7,529.

Please excuse the fact that this was not on your worksession agenda but we received the estimate on August 3.

If you have any questions, please do not hesitate to contact me.

MILLER LIGHTING & ENERGY, INC.

11 Penns Trail, Suite 700
Newtown, PA 18940
Phone: 215-354-0700
Email: craig@millerlight.com

LED T5HO Lamp Installation Quote
with PECO rebate incentive amount

LED TECHNOLOGY

Date: 8/3/2021

From: Craig Miller

To: The Skatium

Attn: Rick Turnbull

Phone: 215-659-3080

Email: rturnbull@HAVTWP.ORG

re: upgrade to T5HO LED lamps

RetroFlex™
LED T5 LAMP - Simplicity.
Commercial Grade LED T5 Lamp

Qty	order code	description	Unit Cost	Extended Cost
Install Type A "plug & play" LED T5HO lamps:				
88	L48T5/850/24G-EB	4' T5HO 27 watt 3200 lumen 5000 kelvin 240° beam angle	$17.95	$1,579.60
		Type B "Flex" ballast bypass LED retrofit lamp		
		50,000 hour rated life, 5-year warranty		
1	installation	remove existing lamps and install plug & play lamps listed above	$2,670.00	$2,670.00
		in 22 existing fixtures. Includes fluorescent lamp disposal		
subtotal				$4,249.60
PECO REBATE FOR ABOVE @ $7.00 PER LAMP				**$616.00**
REBATE SUBJECT TO APPLICATION SUBMITTAL AND APPROVAL*				
Net cost after rebate (does not include sales tax)				**$3,633.60**

* Incentive payments are mailed to you after all work has been completed and a final application has been processed.

Notes:

Lead time: to be determined

Pricing above includes installation, shipping and fluorescent lamp disposal.

Manufacturer, input wattages and actual ordering codes subject to change.

Pricing is firm through August 31, 2021.

Thank you for the opportunity to be of service.

Please call Craig Miller at 215-354-0700 with any questions or comments.

MILLER LIGHTING & ENERGY, INC.

11 Penns Trail, Suite 700
Newtown, PA 18940
Phone: 215-354-0700
Email: craig@millerlight.com

LED High Bay Installation Quote
with PECO rebate incentive amount

Date: 8/3/2021

From: Craig Miller

To: The Skatium

Attn: Rick Turnbull

Phone: 215-659-3080

Email: rturnbull@HAVTWP.ORG

re: upgrade to new LED high bay fixtures

Qty	order code	description	Unit Cost	Extended Cost
Install New LED High Bay Fixtures				
22	HBE-2-90W-5000K	1' x 2' linear 90 watt 11,700 lumen 5000 kelvin LED high bay fixture	$135.00	$2,970.00
		with wire guards		
		75,000 hour rated life, 7-year warranty		
1	installation	remove existing fixtures and install fixtures listed above using existing	$3,565.00	$3,565.00
		rigid conduit and mounting hardware. Also includes fluoreacent lamp disposal.		
subtotal				$6,535.00
PECO REBATE FOR ABOVE @ $120.00 PER FIXTURE				**$2,640.00**
REBATE SUBJECT TO APPLICATION SUBMITTAL AND APPROVAL*				
Net cost after rebate (does not include sales tax)				**$3,895.00**

* Incentive payments are mailed to you after all work has been completed and a final application has been processed.

Notes:

Lead time: to be determined

Pricing above includes installation, shipping and fluorescent lamp disposal.

Manufacturer, input wattages and actual ordering codes subject to change.

Pricing is firm through August 31, 2021.

Thank you for the opportunity to be of service.

Please call Craig Miller at 215-354-0700 with any questions or comments.

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2251
(610) 446-1000

MANAGER ext. 2208
Human Resources ext. 2233

GERARD T. HART, PRESIDENT
CONOR QUINN, VICE PRESIDENT
DAVID R. BURMAN, TWP. MGR/SECRETARY

JAMES J. BYRNE, JR. ESQ., SOLICITOR
PENNONI ASSOCIATES, INC., ENGINEER

WARD COMMISSIONERS
1ST WARD STEPHEN D'EMILIO
2ND WARD MARIO A. OLIVA
3RD WARD KEVIN McCLOSKEY, ESQ.
4th WARD DANIEL J. SIEGEL, ESQ.
5TH WARD BERNARD McCABE
6TH WARD LARRY HOLMES, ESQ.
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, M.D.
9TH Ward WILLIAM F. WECHSLER

From: Aimee Cuthbertson
Sent: Thursday, July 8, 2021 8:45 AM
To: Gloria Cugini <GCugini@HAVTWP.ORG>
Subject: August Agenda

Motion to award contract for Nitre Hall Chimney and Stucco repair to GRUDZINSKI CUSTOM STONEWORK of DOWNINGTOWN, PA in the amount of $11,200, representing the lowest, responsible quote.

Cohen Law Group

PROPOSAL TO PERFORM

CABLE FRANCHISE RENEWAL SERVICES

submitted to

HAVERFORD TOWNSHIP

by the

COHEN LAW GROUP

413 South Main Street
Pittsburgh, PA 15215

www.cohenlawgroup.org

(412) 447-0130

JUNE 25, 2021

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III. SCOPE OF SERVICES 8

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I. INTRODUCTION

The Cohen Law Group ("CLG") welcomes this opportunity to submit a proposal for legal services to assist Haverford Township (the "Township") in franchise fee audits and cable franchise renewal negotiations with two cable operators—Comcast of Pennsylvania, LLC ("Comcast") and Verizon Pennsylvania, Inc. ("Verizon"). The Township's current franchise agreements with both cable operators are set to expire next year.[1] As such, now is the time to begin the franchise renewal process.

Franchise renewal is the best opportunity for municipalities to obtain significant benefits and to assert their legal rights with their cable companies. In addition, we have reviewed the Township's current franchise agreements with Comcast and Verizon and have determined that they do not provide the Township with the financial and other cable-related benefits to which it is entitled under federal law.

There have been dramatic changes in video technology since the beginning of the Township's current cable franchise agreements nearly 15 years ago. These include the expansion of digital technology, high definition (HD) format, the growth in video-on-demand programming, and, perhaps most important, internet-based video (also referred to as video streaming or "over-the-top" technology). In addition, there have been major changes in the franchise operations of both of the two cable operators in that time period.

Finally, there have been recent substantive developments in federal law and regulations applicable to cable franchising. For example, the Federal Communications Commission ("FCC") issued its consequential Third Report and Order on Cable Franchising in 2019 that alters the rules pertaining to franchise fees and other key franchise negotiation issues. This Order was in large

1 The Township's agreement with Comcast has an expiration date of May 20, 2022 and its agreement with Verizon has an expiration date of August 12, 2022.

part (but not completely) upheld by the Sixth Circuit Court of Appeals on May 26, 2021.

Municipal officials have three critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the municipality's public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operator today, but also doing everything possible to prepare for the future. Video technology changes very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

Third and finally, municipal officials are consumers of telecommunications services in all three forms -- voice, video and data. From internet access at Township Building to television service at the Fire Station, municipalities use a wide range of telecommunications services. They are entitled, therefore, to the most efficient, state-of-the-art services at the best possible prices.

Our law firm is uniquely qualified to represent Haverford Township in cable franchise renewal negotiations. For over 23 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in six states in negotiations with their cable companies. The companies with which we've conducted the most cable franchise negotiations are Comcast and Verizon. We know each of the companies' negotiators, their corporate franchise policies, and their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 25 years. He is a Board Member of the National Association of Telecommunications officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in these fields. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities, because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and the financial constraints facing municipal officials. In addition, the CLG has a strong team that includes attorneys Phil Fraga, Stacy Browdie, Mike Roberts, and Joel Winston, as well as office manager Akila Iyer.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is identifying the client's specific needs. Since clients' needs often become better defined as the negotiation progresses, we maintain flexibility throughout the process to achieve a franchise agreement that accomplishes the client's specific goals. Second, we negotiate firmly and deliberately with the cable operator in order to reach agreement in a timely fashion. Finally, we work efficiently to achieve results that are cost effective for the client. We are keenly aware of the fiscal constraints facing municipalities, and focus on keeping attorneys' fees as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate from strength to obtain them from the cable operators. The following is a list of some of the more important potential benefits **along with a brief comparison in bold with the Township's current Comcast and Verizon agreements with respect to each benefit**:

1. **Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to 5% of the cable company's "gross revenues" for cable services derived from the municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues." CLG has developed a comprehensive list that now includes 27 eligible cable revenue sources. This list includes fees that the cable operators charge today, but did not charge 12 years ago. **The Township's current Comcast agreement includes only 12 revenue sources and its current Verizon agreement includes only 13 revenue sources. We can add new revenue sources into the renewal agreements that should increase franchise fee revenue to the Township.** Please note that all franchise fees are passed through to cable customers as a separate line item on their bills.

2. **Franchise Fee Accountability.** In addition to franchise fee revenue, it is also important for municipalities to require franchise fee accountability. These include, among other protections, the right to conduct franchise fee audits with interest/penalties for underpayments and protections against franchise fee reductions due to bundled service discounts (referred to as the "triple play" of internet, television, and telephone services). **Both of the Township's current agreements have short audit "look back periods" (two years) and neither include interest or penalties for underpayments. The Comcast**

agreement has no bundled services protection at all; the Verizon agreement has a bundled services provision, but its protections are weak.

3. **Legal Protections of the Rights-of-Way.** Because cable companies place wires and equipment in the public rights-of-way, it is critical that the franchise agreement include legal protections for the municipality. These include safety standards, repair and restoration of property damage within a specified time frame, emergency removal of equipment, indemnification, and full insurance coverage. **The current Comcast agreement has some right-of-way protections, but they are limited and neither measurable nor enforceable. The Verizon agreement has virtually no right-of-way protections.**

4. **Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards to which the cable operator must adhere. It is important to include comprehensive and enforceable standards. Examples include telephone answering time limits for cable company operators, refunds for service interruptions, appointment windows for technician visits, and rules for resolving customer billing disputes. **The current Comcast agreement does not enumerate any customer service standards. It includes only a reference to the FCC's recommended standards, which are limited. The Verizon agreement includes customer service standards in Exhibit A, but they are limited in scope.**

5. **Public, Educational and Governmental (PEG) Channel.** Municipalities have a right under federal law to dedicated channel space for public, educational and governmental ("PEG") programming. Our understanding is that the Township has both a Government Channel and an Education Channel. The current agreements authorize dedicated channel space and return lines for the Channels. **We strongly recommend that the renewal agreements include Channel enhancements, such as high definition (HD) format and electronic programming menus.**

6. **PEG Financial Support:** In addition to the engineering attributes of the Channels, the Township has a legal right to obtain financial support for the Channels. In order to receive a PEG grant, the Township would need to prepare a PEG needs report to present to the cable operators. The needs report would include a narrative regarding the Channels and plans for future programming. It would also include an equipment list and pricing schedule that together would constitute the Township's grant request.[2] **Note that the Township secured PEG grants in its current agreements—$95,000 from Comcast and $30,000 (plus 6¢ per subscriber per month) from Verizon. We would try to increase these amounts in the new agreements.** As

2 We have had an initial discussion with the Township Manager regarding either: 1) recommending a PEG needs consultant to conduct the assessment; or 2) if the Township has already done an internal assessment, CLG would work to finalize the assessment for presentation to the cable operators. Please note that the preparation of a final assessment under the latter scenario is not included in the flat fee below and would involve a small additional fee.

with franchise fees, PEG support grants are passed through to cable customers as a separate line item on their bills.

7. **Courtesy Services.** It is common in a franchise agreement for cable companies to provide free cable television (and, in certain cases, free internet) service to public facilities. These services are different for different cable operators. The major subjects for negotiation are: a) the type(s) of services to be provided; and b) the facilities (including municipal buildings, schools, and public libraries) that will receive the service. **While both current agreements include certain types of free service to municipal buildings, schools, and libraries, this benefit will be significantly impacted by the FCC's 2019 Third Report and Order and the 2021 decision of the Sixth Circuit Court of Appeals adjudicating the Order.**

8. **Enforcement.** Once the cable operators agree to provide certain benefits to the Township, the Township must be able to enforce these obligations. Practical enforcement tools are needed to ensure that the companies meet their contractual obligations. These may include monetary fines, a performance bond, and the right to revoke the franchise in extreme cases. **The only means of enforcing both of the Township's current agreements is to either sue the cable operator or terminate the agreement, neither of which is a practical or effective enforcement mechanism. Both agreements also have lengthy procedural obstacles to enforcement of violations.**

9. **Competitive Equity.** Cable operators typically request that, if another company provides cable services in the Township and the Township grants it a franchise agreement, then that agreement cannot be more favorable to the competitor than the current agreement is to the cable operator. While in theory this is a fair principle, in practice it can impede the prospect of cable competition. **In our judgment, the competitive equity section in the current Comcast agreement is overbroad and could undercut competition. The agreement also includes a "Change in Law" provision that, if applied according to its terms, would nullify the franchise altogether.**

10. **Length of Term.** Because video technology changes rapidly, municipalities typically seek a shorter length of franchise term. Cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation. **Each of the Township's current franchise agreements has a term of 15 years, which we believe is too long.**

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist Haverford Township in cable franchise renewal with Comcast and Verizon:

A. Preliminary Setting of Priorities

We will first arrange a virtual meeting or conference call to kick off the project. We will inform Township officials about the franchise renewal process, including both the formal and

informal processes prescribed by the federal Cable Act. We will discuss the Township's legal rights, including the substantive areas in which they have legal authority over the cable operator and those areas in which their legal authority is limited. We will outline the potential benefits to the Township and solicit the concerns of Township officials with respect to Comcast. Finally, we will provide the Township with a public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a "notice and comment" requirement, which is typically satisfied by a public hearing inviting citizen input.

During this preliminary phase, we recommend that the Township perform a franchise fee audit to determine whether each cable operator has paid it all the franchise fee revenue to which it is entitled. Franchise renewal is the best time to conduct an audit, because, if underpayments are found, the Township has greater leverage to collect the underpayments. The scope of services for a franchise fee audit is discussed below. Please note that a franchise fee audit is not legally required, but is recommended.

B. Franchise Fee Audit

CLG performs franchise fee audits on a regular basis. In 2017-20, we performed over 100 franchise fee audits and discovered underpayments approximately 60% of the time. The Cable Act authorizes municipalities to assess up to 5% of the cable operator's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of many revenue sources, including both subscriber and non-subscriber revenues. We will first prepare a written Request for Information and Documents ("RFID") to each cable operator for specific franchise fee financial information relevant to the Township. CLG will then do the following:

- Make a determination of all eligible revenue sources for the Township based upon the current definitions of "gross revenues" in each franchise agreement.

- Review each cable operator's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for the Township.

- Identify the revenue sources that each cable operator has included in its franchise fee documentation. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources to which the municipality is entitled, but which the cable operator did not include in calculating "gross revenues".

- Ensure that all eligible revenues recorded in each cable operator's financial records are accurately included in the franchise fee payments in accordance with the Township's franchise agreement.

- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned by each cable operator.

- Review certain special revenue sources, such as "trouble call" fees, broadcast retransmission fees, regional sports fees, franchise fee-on-fees, and others, to determine proper inclusion in the calculation of franchise fees for the time period under review.

- Ensure that "bundled service" revenues (i.e. revenues applied to cable, internet, and phone services) have been accurately apportioned to cable service, which is the only service that may legally be subject to the franchise fee.

- Obtain a "homes passed list" from each cable operator to determine with specificity whether the cable operator is properly coding all cable customers to the Township as opposed to adjacent municipalities. This includes asking the Township to compare the homes passed database against their residential database for possible errors.

- Re-perform a select number of cable operator calculations determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources and calculations on the specific items comprising general franchise fee categories such as "miscellaneous revenues" and "installation revenues" (which include, for example, installation, disconnection, reconnection, relocation and change-in-service fees).

- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with each cable operator to explain such discrepancies and/or inconsistencies.

- Determine whether there are franchise fee underpayments to the Township for the period under review, the amount of any underpayment, and whether any penalties and/or interest apply in accordance with each municipality's franchise agreement.

Typically, our investigation includes follow-up questions, requests for further information, and discussions with each cable operator. The time period covered by the audit will be 2 years, which is the "look back" period in both of the Township's current agreements. Once each audit is completed, we will prepare a report that summarizes the results of the audit, describes the areas of inquiry, and includes charts showing subscriber and revenue trends.

C. Drafting of Proposed Agreement

Upon completion of the setting of priorities phase above, our attorneys will draft a proposed franchise agreement for each cable operator (based on the cable operator's practices, it will include an initial draft agreement for Comcast and a redline responsive draft for Verizon) that provides the Township with the benefits and legal protections to which it is entitled under current law and technology. The agreements will include the results of the setting of priorities stage above, as well as our judgment as to the legal provisions that would advance the Township's interests and meet its future cable-related needs. We will then submit the agreements to the Township for informal review and comment before presenting it to representatives of the cable operators.

D. Negotiation with Cable Operator

The most important stage in the process is negotiating a franchise renewal agreement with the cable operators. CLG has negotiated hundreds of agreements with Comcast and Verizon on behalf of local governments. We know the cable operators' negotiators, as well as each company's franchise policies and its negotiating positions. The working document for these negotiations will be the franchise agreement drafted by CLG and informally approved by the Township. We will preserve the Township's legal rights under the formal process, but proceed to negotiate with each cable operator under the informal process outlined in the federal Cable Act. Each negotiation typically consists of conference calls with cable operator representatives, status conferences with

the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the cable franchise agreement.

E. Consideration by Township Board of Commissioners

After tentative agreement with each cable operator has been reached on a franchise renewal agreement, CLG will report to the Township on the substantive provisions of the deal. Specifically, we will present the Township with the final cable franchise agreement (and any side agreements) negotiated by the parties and recommended by CLG. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a recommended approval resolution for consideration by the Township Board of Commissioners.

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes exclusively in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 60 years. CLG has represented over 500 local governments in six states in negotiations with cable companies. The cable operators with which we have negotiated the most agreements are Comcast and Verizon. CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Drafting of wireless facilities ordinances
- Negotiation of leases for "small cell" facilities
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Preparing broadband feasibility studies

- Conducting broadband expansion planning

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen has been a Board Member of NATOA for 3 years. CLG attorneys have written articles on cable and wireless matters that have been published in *Pennsylvania Township News, Pennsylvania Borough News,* the *Pennsylvania Municipal Reporter, Public Management Magazine,* and *Government Procurement Magazine.* They are also frequent speakers at municipal conferences.

Prior to providing professional counsel to municipalities on cable and telecommunications matters, Dan Cohen served as an elected municipal official for 12 years on the Pittsburgh City Council. He served as Chair of Township Council's Cable Television Committee for 10 years and also served on the Mayor's Telecommunications Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

In addition to Mr. Cohen, CLG includes a strong team of qualified and experienced attorneys, including attorney Phil Fraga, attorney Mike Roberts, attorney Joel Winston, attorney Stacy Browdie. Our Office Manager is Akila Iyer.

V. COST OF SERVICES

The following represents CLG's cost of services to conduct franchise fee audits and franchise renewal negotiations with Comcast and Verizon on behalf of Haverford Township. We propose to perform these services on a flat fee basis, because our significant experience in performing these projects lends predictability to our efforts on behalf of the Township. In addition, a flat fee provides "price certainty." Our fees are as follows:

Flat Fee for Franchise Fee Audit of Each Cable Operator: $5,500

Flat Fee for Franchise Renewal Negotiations with Each Cable Operator: $8,500

The total flat fee for the audit and renewal negotiations for each cable operator is $14,000; however, if the Township engages CLG for both projects (audit and renewal) for one cable operator, we will apply a 10% discount such that **the total flat fee for both projects for one cable operator would be $12,600. If the Township engages CLG for both projects for both cable operators, then we will apply a 15% discount such that the total flat fee for both projects for both cable operators would be $23,800.** It is not expected that travel will be necessary for this project. Please note that this flat fee does not include expenses, such as postage and copying expenses, which are kept to a minimum. Our billing policy is to bill one-third of the fee for at the beginning of each project, one-third at the middle of each project, and one-third at the conclusion of each project.

The flat fee amounts above also do not include the unlikely possibility of services requested outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such developments, we would contact the Township to discuss such them prior to rendering services related to such developments. If such services are authorized, CLG would charge a fee of $250 per hour. While it is not expected that travel will be necessary for this project, if it becomes necessary, our travel rate is one-half of our standard rate or $125 per hour.

Thank you for the opportunity to submit this proposal. We look forward to discussing it with you at your convenience.

PUBLIC HEARING: 6:00 P.M. – HISTORIC HOMES SURVEY

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, August 2, 2021

7:00 P.M.

Presentation by the EAC/Health Department - Composting

Dave Pennoni – MS4 Report

Discussion: Final allocations for the ARPA Program (The American Rescue Plan Act of 2021)

NEXT WEEK:

Appointments – Entry Level Police Officers

Finance Department - Settlement and Stipulation of counsel

Ordinance No. P7-2021	**Amendments to Shade Tree Ordinance (1st Reading)**
Ordinance No. P11-2021	**Traffic (2nd Reading)**
Ordinance No. P12-2021	**Refunding of 2016 General Obligation Bond (2nd Reading)**
Ordinance No. P13-2021	**Traffic (2nd Reading)**
Ordinance No. P14-2021	**Additions to Historic Homes Survey (1st Reading)**
Ordinance No. P15-2021	**Chapter 157 – Streets and Sidewalks (1st Reading)**
Ordinance No. P17-2021	**Traffic (1st Reading)**
Resolution No. 2228-2021	**Delco Green Space & Trails Grant Application**

Final allocations for the ARPA Program

2022 Budget Adoption Schedule

Contract Awards

2021 – 2022 Salt Contract (joint with other municipalities).

Carrier Chilling System at the Skatium

Nitre Hall Chimney and Stucco Repair

ORDINANCE NO. P7-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD".

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 that Chapter 170, Trees, is amended by deleting the existing Chapter 170 and replacing it with the following:

Chapter 170 TREES

§ 170-1. Purpose and Declaration of Policy.

A. It is the policy of Haverford Township that there shall be no net loss of trees within the boundaries of the Township. The purpose of this Chapter is to establish the standards necessary to assure that this policy will be implemented and enforced. The provisions of this article are enacted to:

(1) Establish protective regulations for trees within Haverford Township in order to control problems of flooding, soil erosion, air and noise pollution and make Haverford Township a healthier and safer place in which to live;

(2) Encourage the protection of the maximum number of healthy trees throughout the Township, regardless of location;

(3) Establish and maintain the maximum amount of tree cover on public and private lands in the Township by prohibiting the destruction and removal of trees except in accordance with the standards set forth in this article;

(4) Maintain trees in the Township in a healthy and nonhazardous condition through professionally accepted arboricultural practices;

(5) Establish and revise, as necessary, standards for the planting and maintenance of trees to improve the economic base of the Township by improving property values, to enhance the visual quality of the Township and its neighborhoods and to improve public health by lessening air pollution and the incidence of flooding;

(6) Minimize hazards and damage to streets and sidewalks and reduce the costs of maintaining public rights-of-way;

(7) Provide latitude in the interpretation and application of Township rules, standards, and guidelines when reasonable and necessary to minimize the destruction of trees.

§ 170-2. Definitions.

The following words and phrases, when used in these regulations, shall have the meanings ascribed to them, except in those instances when the context clearly indicates a different meaning:

ARBORIST – An ISA Certified Arborist, as defined below.

AREA OF PRESERVATION – The area around a tree to be protected which is calculated as twelve times DBH OR 1 foot of radius per inch of DBH

CALIPER INCHES – Standard measurement of nursery stock's diameter taken 12" or lower on stem depending on propagation method and size category

CLEARING – The clearing or removal of six or more trees annually, each having a DBH of six inches or greater on any property or adjacent properties under single ownership.

CROWN – The branches and foliage of a tree; the upper portion of a tree.

DBH (DIAMETER AT BREAST HEIGHT) – Standard measurement of a tree's diameter taken at breast height (4 1/2 feet above the ground or 1.5 meters).

EARTH DISTURBANCE ACTIVITY – As defined in Chapter 78, Erosion and Sediment Control; Stormwater Management.

HERITAGE TREE – A tree having a thirty (30) inch-or-greater DBH.

ISA CERTIFIED ARBORIST – A certified professional who has a minimum of three years' full-time experience working in the professional tree care industry and who has passed an examination covering all facets of arboriculture.

PERMIT – Any permit in writing as issued by the Township Manager of the Township of Haverford.

PERSON – Any person, firm, partnership, association, company or organization of any kind.

PRUNING – The removal of that part of the plant that is undesirable or superfluous.

PUBLIC STREET, HIGHWAY OR AVENUE – Any street, sidewalk or alley open to the public within the right-of-way lines thereof.

PUBLIC SHADE TREE – Any tree in or upon any public park, property, street, highway and/or avenue in the Township of Haverford, or that part of any tree which extends within the lines of any public street, highway and/or avenue in the Township of Haverford.

TOWNSHIP MANAGER – Refers to the Township Manager or designee in the implementation and enforcement of this Chapter.

TREE – Any woody perennial plant usually having but one main stem or trunk and a more or less definitely formed crown and growing to a height of 10 feet or more.

TREE DRIPLINE – The line marking where the outer edges of a tree's branches overhang the ground.

TREE REPLACEMENT FORMULA –

(1) Where a developer or owner finds it impossible or impractical to retain existing trees that are less than 30 inches in diameter, they shall replant one inch of new tree diameter for

every four inches of existing tree diameter removed. Replacement trees shall have a minimum diameter of two inches.

(2) Where a developer or owner finds it impossible or impractical to retain existing trees which are 30 inches or greater in diameter, they shall replant one inch of new tree diameter for every one inch of existing tree diameter removed. Replacement trees shall have a minimum diameter of at least 2 inches. A permit shall be required for the removal of any Heritage Tree. The Shade Tree Commission shall recommend to the Township Manager whether the permit should be approved or denied. The Shade Tree Commission shall provide a written basis for its findings.

(3) If replacement planting is impractical or impossible, the developer or owner shall make a payment to the township in lieu of planting at a fee rate set by the Board of Commissioners.

§ 170-3. Regulations and Requirements for Public Shade Trees.

A. Applicability.

(1) The standards of this section shall apply to all Public Shade Trees in Haverford Township, including the portion of a Public Shade Tree on private property.

B. Permit Required.

(1) No person shall plant, prune, remove or spray a Public Shade Tree in or upon any public street, highway and/or avenue without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be planted, pruned, sprayed and/or removed, except that it shall not be unlawful to perform the following activities:

i Trim shade trees to conform to the clearance requirements of Section C(4) hereof; trim or prune shrubs and bushes within the public area, remove or cut off low hanging or broken branches of trees which create or may create a public nuisance or danger; carry out normal repair, upkeep, minor pruning and trimming;

(2) The Township Manager shall have the authority to designate the type of Public Shade Tree suitable and may refuse a permit to plant any type of tree which, in the opinion of the Township Manager, is not suitable to the location. The Township Manager may be guided by standards laid down by the International Society of Arboriculture or any other similar organization which promulgates standards which would carry out the intent of these regulations.

(3) No person shall, without first obtaining a permit therefor, cut, break, climb with spikes, injure in any manner or remove any Public Shade Tree; or cut down or interfere in any way with the main roots of any Public Shade Tree; or spray any Public Shade Tree with any chemical or insecticide; or place any rope, guy wire, cable, sign, poster or any other fixture on any Public Shade Tree or guard for any Public Shade Tree; or injure, misuse or remove any device placed to protect any tree except in case of immediate necessity for the protection of life and/or property.

(4) No person shall, without first obtaining a permit, place or hereafter maintain any stone, cement or any other impervious surface such as blacktop which shall impede the passage of water and air to the roots of any Public Shade Tree.

(5) No person shall remove a Public Shade Tree with a DBH of four inches from any property without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be removed.

C. General Regulations.

(1) No person shall plant a Public Shade Tree in or upon the public streets, highways and/or avenues within five feet from the edge of any driveway.

(2) No person shall plant a Public Shade Tree nearer to the intersection of any two or more streets than 25 feet from the point of intersection of any two public right-of-way lines. A distance of 30 feet shall be maintained on streets which are state highways.

(3) No person shall pour saltwater, oil or any other deleterious material at any place in such manner that injury might result to any Public Shade Tree.

(4) Every property owner of trees standing on private property shall keep such trees trimmed so that the minimum clearance of any branches that overhang any public walks is twelve (12) feet for mature trees and nine (9) feet for newly planted trees, and the minimum clearance where branches overhang any public street, highway and/or avenue is fourteen (14) feet.

(5) The Township Manager may order the removal of any tree on private property if said tree is diseased, dead or creating any hazard to the public.

(6) On all new building sites, the owner or contractor shall plant on said building site abutting the public right-of-way at least one Public Shade Tree for every 30 feet of street frontage or fraction thereof.

D. Permit Procedure.

(1) The application for any permit required hereunder shall be submitted, in writing, to the Township Manager on a form provided by the Township for this purpose.

(2) The permit application shall specify:

(a) The particular kind of work or operation the applicant desires to perform and shall state the exact location and the species of any tree affected.

(b) A written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.

(c) The proposed location of any replacement trees, if required by the Tree Replacement Formula.

(3) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.

(4) The Township Manager, in his or her sole discretion, may submit any permit application received hereunder to the Shade Tree Commission for review, comment and recommendation as to approval or disapproval.

(5) The Township Manager may revoke any permit issued under this section upon satisfactory proof that any of the terms or conditions upon which the permit was issued have been violated.

E. Enforcement.

(1) The Township Manager, in conjunction with other Township Departments, shall enforce these regulations.

(2) The property owner shall complete all required work within nine months if issued contemporaneously with a building permit, or within sixty (60) days for all other work, unless the Township Manager extends such completion date or temporarily revokes said permit for cause.

(3) If any property owner neglects or refuses to comply with any order of the Township Manager within the time limit specified in a written notice issued by the Township Manager, the Township Manager may cause such violation to be abated at the expense of the property owner, and the entire cost of the work shall be a lien upon said premises, and a claim therefor shall be filed in the same manner as municipal claims are filed and collected.

§ 170-4. Regulations and Requirements for Subdivisions, Land Developments and Other Earth Disturbance Activities.

A. Applicability.

(1) The standards contained herein shall apply to the following activities:

(a) Land development;

(b) Subdivision;

(c) Any Earth Disturbance Activity in excess of 300 cubic yards;

(d) Any Earth Disturbance Activity for parking lots of five or more cars;

(e) Demolition of a structure as defined in Chapter 182, Zoning, as amended;

(f) Any other Earth Disturbance Activity for which a permit is required.

(g) Removal of a Tree associated with the activities identified in § 170-4A(1)(a) through (f) above;

(2) The standards contained herein shall be the minimum standards to be met and maintained. Standards established by other Township ordinances or by state and federal rules and regulations shall apply where those standards are more restrictive than the standards set forth herein.

B. Permit procedure.

(1) Any person desiring to remove or relocate a tree associated with the activities identified in § 170-4A(1)(a) through (g) above, and not otherwise exempted from the provisions of this Chapter, must first apply to the Township Manager for a tree removal permit. The application shall be accompanied by a written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.

(2) Before a building permit, demolition permit or grading permit is issued or, in the case of a subdivision or land development, at the time of application for preliminary plan approval, the applicant shall submit:

(a) Site plans showing:

i The size, species and location of all trees with a DBH of four inches or greater which are in the proposed area of disturbance, clearly indicating which trees are to be removed and which trees are to be maintained. A calculation of the total DBH inches of trees to be removed and the total caliper inches of trees to be planted to meet the Tree Replacement Formula and the street frontage tree requirements;

ii The approximate location of trees on adjoining properties that are located within 20 feet of the property line (these locations may be approximated from the subject property or via existing aerial photographic data);

iii Specifications for removal of existing trees and protection of existing trees during construction;

iv Grade changes or other work that may adversely affect any trees, with specifications on how the grade, drainage and aeration will be maintained around the tree.

(b) Planting plans showing:

i The size, species and location of trees to be planted in compliance with the tree replacement formula;

ii A chart summarizing sizes and species of trees to be removed and trees to be planted.

(c) All trees to be removed and all trees to remain on the subject property shall, prior to the issuance of such permit, be marked with a permanent marking, clearly visible at the base of the tree, indicating whether the tree is to be removed or to remain.

(d) For every 30 trees to be removed, the applicant must provide five photographs capturing as many trees as possible to obtain a broad spectrum of the proposed property to be cleared and/or areas of six or more trees to be removed.

(3) The Township Manager shall refer all applications and accompanying materials to the Haverford Township Shade Tree Commission for review, comment, and recommendation of approval or disapproval. The Shade Tree Commission may conduct an on-site inspection to determine whether such removal or relocation conforms to the requirements of this article. Failure on the part of the Shade Tree Commission to reply within 30 days shall be deemed a

recommendation of approval. In the event that the Shade Tree Commission recommends denial of an application, it shall specify, in writing, the reason for this action.

(4) The Township Manager may issue a tree removal permit upon recommendation of approval by the Shade Tree Commission.

(5) The Shade Tree Commission shall recommend approval of the permit if the plan meets the Tree Replacement Formula, street frontage tree requirements and any other applicable tree regulations. The Shade Tree Commission may recommend adjustments to the Tree Replacement Formula and street frontage tree requirements due to any of the following existing site conditions:

(a) trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption of public services.

(b) trees which pose a safety hazard to buildings.

(c) diseased trees, trees infested with destructive insects liable to infect the healthy trees on adjacent property or trees weakened by age, storm, fire or other injury.

(d) necessity for compliance with other Haverford Township codes, such as building, zoning and subdivision regulations, health provisions and other environmental ordinances.

(e) site specific restrictions.

(f) other conditions which, in the judgment of the Shade Tree Commission, warrant the removal of the tree.

(6) In the event that any tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety and requires immediate removal without delay, verbal authorization after an on-site inspection may be given by the Township Manager without first obtaining a written permit as is otherwise herein required. The property owner shall apply for a written permit, as required herein, immediately upon the abatement of the hazardous condition.

(7) In the event that replanting in accordance with the Tree Replacement Formula is impractical or impossible as determined by the Shade Tree Commission, the applicant has the option of making payment to the Township in lieu of replanting. Contributions received shall be utilized for replacement of trees elsewhere in the Township, unless extenuating circumstances exist, at the discretion of the Township Manager.

(8) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-6. Protection of existing trees during construction.

Developers shall exercise care to protect trees which are to be retained from damage during construction. The following procedures shall be observed to protect remaining trees:

A. Protection from mechanical injury.

(1) An Area of Preservation around all trees to be retained shall be protected by appropriate fencing.

(2) Heavy-equipment operators shall be careful not to damage existing tree trunks and roots. Feeder roots shall not be cut closer than the Area of Preservation.

(3) Tree trunks and exposed roots damaged during construction shall be inspected by an Arborist and treated according to the Arborist's professional recommendation, all at the expense of the Applicant.

(4) Tree limbs damaged during construction shall be pruned in accordance with the standards outlined in ANSI A300, Tree, Shrub and Other Woody Plant Maintenance.

(5) The operation of heavy equipment within driplines shall be minimized in order to prevent soil compaction.

(6) The installation of four foot wide wood chip paths for high traffic areas adjacent to any Areas of Preservation is encouraged around all retained trees and mandatory around any Heritage Tree.

(7) To preserve trees which may be disturbed by the construction process, an Arborist shall sample soil in or adjacent to any Areas of Preservation and implement appropriate mitigation treatment for any soil compaction or other soil deficiencies, all at the expense of the Applicant. It is recommended that the Arborist additionally inspect the trees 1 year and 5 years after the completion of construction.

(8) Trees shall not be used for roping, cables, signs or fencing. Nails and spikes shall not be driven into trees.

(9) The area around the base of existing trees shall be left open to provide access for water and nutrients. Therefore, no impervious cover nor storage of equipment, materials, debris or fill shall be allowed within the dripline of any existing tree, except as may be necessary for a maximum of three months if no other storage space is available.

B. Protection from grade change.

(1) Raising the grade. If an increase in the grade of the land is proposed, the developer shall install either of the following:

(a) A system of gravel and drain tiles at the old soil level opening into a dry well built around the trunk and designed for each tree, individually fitting the contour of the land so that it drains water away from the tree trunk.

(b) A retaining wall between the existing grade and the higher grade.

(2) Lowering the grade. If a lowering of the grade is proposed, the developer shall initiate one of the following methods to protect the trees:

(a) Terracing the grade.

(b) A retaining wall between the existing grade and the lower grade.

(3) If the proposed grade change, in the opinion of the Shade Tree Commission, is too excessive to allow retention of existing trees, the developer shall replace the trees removed on a 1:4 basis, which means one inch of new caliper for every four inches of DBH removed.

C. Protection from excavations. When digging trenches for utility lines and other similar uses, the developer shall adhere to the following, listed in the order of their preference:

(1) If possible, trenches should bypass the root area.

(2) If this is not feasible, trenches should be tunneled under the tree's tree root area.

(3) If trenches must be dug in the tree root area, the following precautions shall be observed:

(a) Trenches shall be no closer to the trunk than half the distance from the dripline.

(b) Cut as few roots as possible.

(c) If roots must be cut, cut them as cleanly as possible under Arborist supervision.

(d) Exposed roots must not be allowed to dry out before permanent backfill is placed; provide temporary earth cover or pack with peat moss and wrap with burlap.

(e) Backfill the trench as soon as possible avoiding soil compaction.

D. Protection during cleanup.

(1) All construction debris shall be hauled away and shall not be burned or buried on site.

(2) Fences and barriers around trees shall be the last thing to be removed from the site.

§ 170-7. Specifications for planting and replacement of trees.

A. Replacement of trees lost during construction, renovation or property clearance shall be in accordance with the Tree Replacement Formula.

B. Criteria for selection of new trees. The following criteria and guidelines shall be followed when a developer is required to replace trees that have been removed or when it is necessary for a developer to choose certain trees for retention and others for removal:

(1) Species longevity.

(2) Hardiness, including wind firmness, climate requirements and characteristics of soil to hold tree.

(3) Susceptibility to insect and disease attack and to pollution.

(4) Aesthetic value, including autumn coloration, type of flowers or fruit and form characteristics.

(5) Maintenance and care, such as pruning, etc.

(6) Wildlife values.

(7) Comfort to surroundings, such as summer shade.

(8) Existence of disease, rot or other damage to tree.

(9) Protection of buildings, vehicles and pedestrians.

(10) Size at maturity.

(11) Effect on soil retention and erosion control.

(12) Value as a noise buffer.

(13) Undesirable characteristics.

§ 170-8. Appeals; costs.

A. Any person who shall deem that he suffered damages by reason of the enforcement of this Chapter may appeal, in writing, to the Board of Commissioners within 10 days after the date of such action. The Board of Commissioners shall fix and notify the appellant of a time and place for a public hearing on said appeal, and the appellant shall cause notice of such hearing to be published in a newspaper circulating in the Township at least 10 days prior to the hearing. All parties in interest shall be afforded an opportunity to be heard thereat. After such hearing, the Board of Commissioners shall affirm or reverse the action of the Shade Tree Commission and/or Township Manager, stating its findings and reasons for its actions, and a written copy of such action shall be given to the appellant.

B. The fee for such a hearing shall be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-9. Violations and penalties.

Any person, firm or corporation violating any provision of this article shall, upon summary conviction before any District Justice of the Peace, pay a fine not exceeding $600 and costs of prosecution; and in default of one payment of the fine and costs, the violator may be sentenced to the county jail for a term of not more than 30 days. Each and every day in which any person, firm or corporation shall be in violation of this article shall constitute a separate offense. Such fines or penalties shall be collected in the manner provided by the First Class Township Code.

ORDAINED AND ENACTED by the Board of Commissioners of Haverford Township, Delaware County, Pennsylvania.

Enacted this _____ day of _____, 202[illegible].

COMMISSIONERS OF THE
TOWNSHIP OF HAVERFORD

BY: _____
GERARD T. HART, PRESIDENT
BOARD OF COMMISSIONERS

(TOWNSHIP SEAL)

Attest: _____

David R. Burman
Township Secretary

ORDINANCE NO. P14-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY ADOPTED BY REFERENCE THEREIN.

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. HISTORICAL RESOURCE SURVEY AMENDMENT

Pursuant to the General Laws of the Township of Haverford, Ordinance 1960 as amended and supplemented, Chapter 182 *Zoning*, Article XIII *Historic Preservation* §182-1304, *Historical Resource Survey*, the following additions are proposed to the Survey:

Survey Code	DC Folio No.	Site	Description
HRSF-001	n/a (SEPTA ROW)	Karakung Drive (Beechwood-Brookline Station)	Beechwood Amusement Park Wall
HRSF-002	22-04-00560-00	749 Millbrook Lane	Edith H. Dewees Project Dwelling
HRSF-007	22-07-00323-00	1419 Darby Road	Hopson House
HRSF-009	22-03-00689-00	2208 Darby Road	Havertown Beverage
HRSF-010	22-03-01079-00	0 (aka 2200) Grasslyn Avenue	American Legion Post
HRSF-011	22-03-02021-00	38 East Turnbull Avenue	Sears "Elsmore" House
HRSF-019	22-05-00138-00	833 Buck Lane	Garrigues House
HRSF-023	22-06-01259-00	0 Karakung Drive	Wynnewood Lanes
HRSF-024	22-06-02036-00	835 Wynnewood Road	McClain House
HRSF-040	22-05-00693-00	774 Millbrook Lane	Henry J. Cadbury House
HRSF-057	22-04-00001-49 & 22-04-00001-50	100- 103 Allgates Drive, along Coopertown Road	Allgates Entrance Gate (Allgates HOA)
HRSF-081	22-04-00042-00	Walton Lane (aka 800 Ardmore Aveneue)	Strawbridge Observatory, Haverford College

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

The provisions of this Ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect become effective ten (10) days after publication following final adoption by this Board of Commissioners.

ADOPTED this ____ day of _____, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

_____ By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

ORDINANCE NO. P15-2021

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 157, "STREETS AND SIDEWALKS".

SECTION 1: TEXT AMENDMENTS

Article III - Excavations, Openings and Occupancy

§ 157-30 Restoration following excavation.

A. All work commenced in pursuance of said permits shall be prosecuted without interruption to the completion thereof, and said openings or excavations shall be immediately refilled by the parties making the same or by the holder of the permit with suitable materials thoroughly compacted by tamping or puddling.

B. Sidewalks and curbs shall be replaced and restored to their former condition by the parties making the excavations or by the holder of the permit.

C. Whenever, in connection with any work covered by this article, a tunnel is to be made under an improved surface, this fact shall be disclosed in the application. Before a tunnel is excavated, specific approval must be obtained from the Township and endorsed upon the permit. The backfilling of the excavation shall not be done except in the presence of a special Township inspector. It shall be made with a damp concrete mix of 1:4:8, thoroughly tamped in six-inch layers or according to a similar method approved by the Township Engineer.

D. Backfilling excavations. All openings or excavations shall be backfilled promptly with suitable materials such as 2A or 3A modified stone thoroughly compacted in layers, each of which shall not exceed 12 inches in depth, and tamped to within three inches of the surface or puddled, where required. Excavated material shall not be used for backfill.

E. A temporary paving of three inches of compacted asphaltic concrete shall be installed flush with the surface of the adjoining paving. The applicant shall keep and maintain such paving in proper condition until such time as the permanent paving is installed. If the applicant fails to install such temporary paving within a reasonable time after completion of the improvement or fails to properly maintain such paving, the Township shall perform the work and charge the cost thereof to the applicant.

F. Permanent pavement restoration to bituminous concrete roadways shall be performed by the permittee within 30 days and after completion of the initial work. An eight-inch-thick bituminous concrete base course and a two-inch-thick wearing course, in accordance with the most recent Pennsylvania Department of Transportation standards, shall be provided. Edges of the excavation shall first be cut 12 inches. Edges shall be hot sealed with application of AC-20 bituminous sealer after placement of the paving.

G. Permittee shall include base repair, surface milling and overlay for the full-width of the cartway, to include edge of paving to edge of paving for the greater of the entire block or 100 lineal feet, under any of the following circumstances:

(1) Where the street has been overlaid within the most recent five years.

(2) Where openings of more than 25 square feet have been made within 100 linear feet of pavement.

(3) Where an opening of 50 continuous linear feet has been made.

~~G~~H. If, within one year after the installation of the permanent paving, defects appear, the permittee shall make all necessary repairs to the permanent paving at the applicant's expense.

~~H. When four or more openings, or one continuous opening, have been made within 100 linear feet of pavement, the permittee shall overlay the traffic lanes in which the opening was made, for the entire length of highway between the ends of the furthest openings, made in a manner authorized by the Department of Public Works.~~

I. Within 30 days after completion of all work and restoration, the permittee shall provide the Township with as-built drawings of the permit area. The as-built drawings shall show the location and type of all utilities, structures, and other facilities installed in the permit area as well as the location of all restored surface areas.

Adopted this day of September, 2021.

Township of Haverford

By: Gerard T. Hart

President

Attest: David R. Burman, Township Manager

ORDINANCE NO. P17-2021

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 175-95, Schedule XX: Special Purpose Parking Zone

In front of 700 Buck Lane

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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

RESOLUTION NO. 2228-2021

Haverford Township / DELCO GREENWAYS Grant Round 2

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established an Open Space and Recreation Municipal Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delaware County Open Space and Greenways Municipal Grant Program in order to help fund Design, Engineering, Construction of the Brookline Park Development Project.

NOW, THEREFORE, by the governing body of Haverford Township, Delaware County, Pennsylvania, as follows:

1 That the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance.

2 That Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Duly presented and adopted by the Governing Body of Haverford Township in public meeting held this 9th day of August, 2021.

Resolved this 9th day of August, 2021

Township of Haverford

BY:_____

Gerard T. Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

2022 BUDGET ADOPTION SCHEDULE

1. **Presentation of Manager's Budget to the Board of Commissioners on or before October 31, 2021.**

2. **FIRST SPECIAL BUDGET MEETING OF THE BOARD**

   MONDAY, NOVEMBER 15, 2021
   7:00 P.M.

   Availability of the 2022 Preliminary Budget, including Capital Program and Capital Budget. Advertisement will include a summary of the budget submitted by the Township Manager by major category.

3. **SECOND AND FINAL PRESENTATION/ADOPTION OF THE 2022 BUDGET**

   MONDAY, DECEMBER 13, 2021
   7:00 P.M.

Return to Bid List

Bid

NUMBER

Newtown Township, Delaware County

TITLE

2021-2022 Salt Bid, Contract 2021-01

PROCESS

One Step Unsealing

STATUS

Closed to Bidding

DESCRIPTION | BID DOCUMENTS | CLARIFICATIONS (FROM VENDORS) | RESPONSE | BIDDERS | RESULTS

CALENDAR

BID RESULTS (5 records)

NAME	TOTAL BASE PRICE ↑	EXTERNAL COMMENTS
Eastern Salt Company, Inc.	$699,600.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$63.60	$699,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Cargill, Inc.	$739,420.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$67.22	$739,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Compass Minerals America Inc.	$777,810.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$70.71	$777,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
riverside construction materials inc	$786,500.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$71.50	$786,

NAME	TOTAL BASE PRICE	EXTERNAL COMMENTS
Morton Salt	$878,570.00	

REFERENCE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXT
Pricing Line Items				
1	Price per Ton of De-Icing Salt	11,000.00	$79.87	$878,

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Bid

NUMBER

Newtown Township, Delaware County

TITLE

2021-2022 Salt Bid, Contract 2021-01

PROCESS

One Step Unsealing

BIDS RECEIVED

5

STATUS

Closed to Bidding

SETUP | CLARIFICATIONS (FROM VENDORS) | RESPONSE | ANALYSIS | AWARD | LOG

QUESTIONS | PRICING

SELECT VIEW

Cross Tab View

DISPLAY OPTIONS

SELECT CROSSTAB

Unit Price

SORT ORDER

By Total Price Ascending

Fullscreen

Export (data:application/vnd.ms-excel; base64,PGh0bWwgeG1sbnM6bz0idXJuOnNjaGVtYXMtbWljcm9zb2Z0LWNvbTpvZmZpY2U6b2ZmaWNlIiB4bWxuczp4PSJ1cm46c2NoZW1hcy1taWNyb3NvZnQtY29tOm9mZmljZTpleGNlbCIgeG1sbnM9Imh0dHA6Ly93d3cudzMub3JnL1RSL1JFQy1od

FILTER OPTIONS

TYPE

☑ Base ☑ Option ☐ Alternate

ITEM GROUP

SHOW/HIDE OPTIONS

☐ Extended Estimate

☑ Average ☐ Std Deviation

☐ Show Details

SCENARIO OPTIONS

Please choose one

AWARD SELECTED

Selection Total: $0.00

Award Lump Sum Award Selected Items

Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	Eastern Salt Company, Inc.	Cargill, Inc.	Compass Minerals America Inc.	riverside construction materials inc	Morton Salt	AVERAGE
Bid Price Ratio					100%	94.61%	89.94%	88.95%	79.62%	
Total Extended					$699,600.00	$739,420.00	$777,810.00	$786,500.00	$878,570.00	
PRICING LINE ITEMS					**$699,600.00**	**$739,420.00**	**$777,810.00**	**$786,500.00**	**$878,570.00**	
1	Price per Ton of De-Icing Salt	Base	$/Ton	11,000.00	$63.60	$67.22	$70.71	$71.50	$79.87	$70.58

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HAVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: AUGUST 2, 2021

TO: DAVID BURMAN, TOWNSHIP MANAGER
BOARD OF COMMISSIONERS

FROM: AIMEE CUTHBERTSON
ASST TOWNSHIP MANAGER/FINANCE DIRECTOR

SUBJECT: SKATIUM CAPITAL IMPROVEMENT

On your August 9 agenda is a Motion to approve the purchase and replacement of a compressor within the environmental control system at the Skatium. As this is another large capital expenditure within the Skatium, we thought it best to provide a short narrative.

During the week of July 19, one of the chillers within our system went down and was further identified to be a compressor failure. The compressors within the chiller system play a role in the creation of cold refrigerant necessary to maintain and operate an indoor ice skating facility. These systems are under an even more extreme load during our summer months. Our system is designed with multiple chillers so the current operations are being absorbed by the remaining chillers; however, the system needs to operate at its intended production levels. A replacement compressor was not expected in this cycle of the capital improvement plan; however, it is an essential component for operations. Carrier is the manufacturer of existing chiller system and provided the best price for replacement and installation at $33,117. As in many industries, there are supply chain delays so until the replacement is performed, the remaining chillers will continue to carry the load.

As this is a specialized component and replaces existing equipment, the purchase is not subject to public bidding or prevailing wage rates.

If you have any questions, please do not hesitate to contact me.

Address 4110 Butler Pike
Suite A100
Plymouth Meeting, PA 9462
Phone (267) 634-4879
Fax (860) 998-4298
E-mail stephen.f.stelzer@carrier.com

Contact Name	Richard Turnbull
Account	TOWNSHIP OF HAVERTOWN DELAWARE COUNTY, SKATIUM PROJECT
Phone	(610) 853-3252
Site Address	1014 Darby Rd Havertown, PA 19083-3616
Estimate Date	07/26/2021
Quote Number	00613444
Job Description	Skatium Replace B1 Compressor on 30HXC Chiller

Scope of Work

Secure power to the chiller and Recover the refrigerant from the affected circuit in approved containers.
Provide a gantry for rigging the compressor to and from the chiller barrels.
Remove the existing B circuit compressor and contactor.
Provide and install a new compressor, contactor and insulation packet.
Evacuate and leak check the chiller.
Return the refrigerant previously removed to the chiller.
Remove the refrigerant bottles from the site for cleaning.
Start and test the operation of the chiller.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Only the refrigerant recovered will be reinstalled under the terms of this offer. If additional refrigerant is required, it will be supplied upon a time and material basis if authorized.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes:	$33,117.00
Alternate Price for PROVISION ONLY of Compressor and required insulation packet:	$22,567.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Stephen Stelzer

Carrier Commercial Service

	Title
Customer Acceptance (signature) Date	Purchase Order

The attached Terms & Conditions shall govern.

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2251
(610) 446-1000

MANAGER ext. 2208
Human Resources ext. 2233

GERARD T. HART, PRESIDENT
CONOR QUINN, VICE PRESIDENT
DAVID R. BURMAN, TWP. MGR/SECRETARY

JAMES J. BYRNE, JR. ESQ., SOLICITOR
PENNONI ASSOCIATES, INC., ENGINEER

WARD COMMISSIONERS
1ST WARD STEPHEN D'EMILIO
2ND WARD MARIO A. OLIVA
3RD WARD KEVIN McCLOSKEY, ESQ.
4th WARD DANIEL J. SIEGEL, ESQ.
5TH WARD BERNARD McCABE
6TH WARD LARRY HOLMES, ESQ.
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, M.D.
9TH Ward WILLIAM F. WECHSLER

From: Aimee Cuthbertson
Sent: Thursday, July 8, 2021 8:45 AM
To: Gloria Cugini <GCugini@HAVTWP.ORG>
Subject: August Agenda

Motion to award contract for Nitre Hall Chimney and Stucco repair to GRUDZINSKI CUSTOM STONEWORK of DOWNINGTOWN, PA in the amount of $11,200, representing the lowest, responsible quote.

6:00 P.M. CONTINUATION OF PUBLIC HEARING
HISTORIC RESOURCES SURVEY

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, SEPTEMBER 13, 2021 AT 7:00 PM

1. **Opening of Meeting**

    a. **Roll**

    b. **Pledge of Allegiance**

2. **Citizens Forum – 30 Minutes Registered Speakers - AGENDA ITEMS ONLY**

3. **Appointment and Swearing-In – Haverford Township Entry Level Police Officer**

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 4 5 6 9 7 8

Swearing-In Ceremony

4. **Commissioners' Committee Update**

5. **Police Department – Crime Update**

6. **Township Auditor - Update**

7. **Dave Burman, Township Manager – Update**

8. **Approval of Minutes** **Regular Meeting Minutes of August 9, 2021**

Motion: to approve the Regular Meeting Minutes of August 9, 2021.

Voting order 1 2 3 4 5 6 9 7 8

9. **Approval of Warrants**

Motion: to approve the following warrant #9-2021 totaling $3,584,704.53

General & Sewer fund Payroll for August 19, 2021 in the amount of $738,803.59
General & Sewer fund Payroll for September 2, 2021 in the amount of $657,588.40

General Fund disbursements #9-2021 in the amount of $1,425,409.13
Sewer Fund disbursements #9-2021 in the amount of $495,094.39
Community Development Block Grant Fund disbursement #9-2021 in the amount of $38,028.56
Capital Projects Fund disbursement #9-2021 in the amount of $213,589.65
Postage Meter Refill (ACH) in the amount of $4,000.00
Credit Card Statement ending August 27, 2021 in the amount of $12,190.81

Voting order 1 2 3 4 5 6 9 7 8

10. 2022 Minimum Municipal Obligation

Motion: to accept and certify the 2022 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 6 9 7 8

11. Settlements and Stipulations of Counsel

Motion: to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

1) **Property located at 7 College Ave (D.C. Folio #22-04-00082-00) pending in the Court of Common Pleas Case #CV-2020-009115**
2) **Property located at 603 Beechwood Dr (D.C. Folio #22-06-00165-00) pending in the Court of Common Pleas Case #CV-2020-008450**
3) **Property located at 350 Harvest Ln (D.C. Folio #22-04-00668-00) pending in the Court of Common Pleas Case #CV-2020-008790**

Voting order 1 2 3 4 5 6 9 7 8

12. Professional Services Agreement

Motion: to enter in a Professional Services Agreement with Tri-State Financial Group, LLC, Bridgeport, PA, for eligibility reviews of applications received as part of the Haverford Township "Back to Business – Phase 1" grant program funded with monies received as part of the American Rescue Plan Act of 2021, at a rate of $25.00 per application, not to exceed $18,750.

Voting order 1 2 3 4 5 6 9 7 8

13. <u>Ordinance No. P7-2021</u> Shade Tree (2ND Reading)

Motion: to adopt the second reading of Ordinance No. P7-2021 FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" – TREES.

Voting order 1 2 3 4 5 6 9 7 8

14. <u>Ordinance No. P15-2021</u> Chapter 157 – Streets and Sidewalks (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P15-2021 amending Chapter 157, Streets and Sidewalks.

Voting order 1 2 3 4 5 6 9 7 8

15. <u>Ordinance No. P17-2021</u> Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P17-2021 authorizing traffic restrictions on the following highways:

<u>Special Purpose Parking</u>:

In front of 700 Buck Lane

Voting order 1 2 3 4 5 6 9 7 8

16. <u>Ordinance No. P18-2021</u> Amendment to Cell Tower Lease (1st Reading)

Motion: to adopt the first reading of Ordinance No. P18-2021 Amending existing ground lease by and between Township of Haverford and UniSite/Omnipoint PA Tower Venture LLC f/k/a Omnipoint PA Tower Venture, LLC, for property located at 2325 Darby Road.

Voting order 1 2 3 4 5 6 9 7 8

17. <u>Resolution No. 2231– 2021</u> Support Senate Legislation Bill 598

Motion: to adopt Resolution No. 2231 – 2021 resolving that the Board of Commissioners, advocating for the safety of municipal employees and the safety of Township residents, asks our State Representatives and State Senator to support legislation such as Senate Bill 598 that would allow municipalities to regulate firearms in and on government property.

Voting order 1 2 3 4 5 6 9 7 8

18. <u>Resolution No. 2232-2021</u> Haverford Township Day – State Highway Closings

Motion: to adopt Resolution No. 2232-2021 authorizing Chief John Viola to execute any and all documents with PaDot and be responsible for the safety and welfare of residents utilizing State Highways on Haverford Township Day Saturday, October 2, 2021.

Voting order 1 2 3 4 5 6 9 7 8

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

20. New business

21. Other business

22. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, AUGUST 9, 2021 AT 7:00 PM

1. Opening of Meeting – Gerard T. Hart, President, opened the meeting.

a. Roll Call – Six Commissioners were present at roll call: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

Commissioners D'Emilio, McCloskey and Holmes were absent.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kaitlyn Searls, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Recreation Director, Kelly Kirk, Zoning Officer and Chuck Faulkner, Township Engineer. Janet Boccella, Civil Service Administrator was present.

b. Pledge of Allegiance

Moment of Silence for Jeff Heilmann and Lower Merion Firefighter.

2. Citizens Forum – 30 Minutes Registered Speakers – Agenda Items Only

No one spoke.

3. Appointments – Entry Level Police Officers

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to accept the Haverford Township Police Department Entry Level Police List.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to appoint Jessica Lazzaro as a Haverford Township Entry Level Police Officer.

Roll Called.

5 Commissioners voted Yes: Commissioners Oliva, Siegel, Wechsler, Quinn and Hart.

Commissioner McCabe abstained due to his role on Civil Service.

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to appoint Alexandra Gale as a Haverford Township Entry Level Police Officer.

Roll Called.

5 Commissioners voted Yes: Commissioners Oliva, Siegel, Wechsler, Quinn and Hart.

Commissioner McCabe abstained due to his role on Civil Service.

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to appoint Ricky Williams as a Haverford Township Entry Level Police Officer.

Roll Called.

5 Commissioners voted Yes: Commissioners Oliva, Siegel, Wechsler, Quinn and Hart.

Commissioner McCabe abstained due to his role on Civil Service.

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to appoint Nicholas Shannon as a Haverford Township Entry Level Police Officer.

Roll Called.

5 Commissioners voted Yes: Commissioners Oliva, Siegel, Wechsler, Quinn and Hart.

Commissioner McCabe abstained due to his role on Civil Service.

4. Bureau of Fire Update was presented by Commissioner Wechsler

5. Township Auditor Update – Mr. Anderson reviewed the expenses and warrants and found no irregularities.

6. David R. Burman – Township Manager's Update – Mr. Burman provided details on ARPA Award funding from the federal government and proposed spending structure.

7. Approval of Minutes Regular Meeting Minutes of July 12, 2021

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of July 12, 2021.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

8. Approval of Warrants

Motion made by Commissioner McCabe and seconded by Commissioner Siegel to approve the following warrant #8-2021 totaling $4,136,016.44

General & Sewer fund Payroll for July 22, 2021 in the amount of $708,049.46
General & Sewer fund Payroll for August 5, 2021 in the amount of $703,910.65
General Fund disbursements #8-2021 in the amount of $1,283,677.51
Sewer Fund disbursements #8-2021 in the amount of $147,270.57
Community Development Block Grant Fund disbursement #8-2021 in the amount of $53,472.42
Capital Projects Fund disbursement #8-2021 in the amount of $1,222,772.95
2nd Quarter PA UC Tax Service in the amount of $53.28
Credit Card Statement ending July 27, 2021 in the amount of $16,809.60

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

9. Ordinance No. P12-2021 **Refunding of 2016 General Obligation Bond (2nd Reading)**

Motion made by Commissioner McCabe and seconded by Commissioner Oliva
AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO REFUND THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2016; PROVIDING FOR THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,650,000; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY AND AUTHORIZING A PAYING AGENCY AGREEMENT; SETTING FORTH PROVISIONS REGARDING THE DENOMINATIONS, MATURITIES, RATES OF INTEREST AND TERMS OF REDEMPTION FOR THE BONDS AND AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM THEREFOR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS AT PRIVATE SALE BY NEGOTIATION OR BY PRIVATE SALE UPON INVITATION AND AUTHORIZING THE ACCEPTANCE OF A BOND PURCHASE PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; COVENANTING TO BUDGET AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS; ESTABLISHING A REBATE FUND; AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT

AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS; COVENANTING TO PLEDGE SUFFICIENT FUNDS TO REFUND THE REFUNDED BONDS; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING A MUNICIPAL BOND INSURANCE POLICY AND MAKING CERTAIN AGREEMENTS WITH THE ISSUER OF SUCH POLICY; PROVIDING THAT THE LOCAL GOVERNMENT UNIT DEBT ACT SHALL APPLY TO THE BONDS; PROVIDING THAT THIS ORDINANCE SHALL BE A CONTRACT WITH THE HOLDERS OF THE BONDS; AUTHORIZING CERTAIN ADDITIONAL ACTIONS, INCLUDING THE EXECUTION OF A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OF THE TOWNSHIP; DELEGATING APPROVAL POWERS TO CERTAIN OFFICERS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

10. <u>ARPA Program (American Rescue Plan Act)</u>

<u>Spending Structure</u>

Motion made by Commissioner Siegel and seconded by Commissioner Quinn implement the proposed spending structure, with all future disbursements to comply with the purchasing requirements set forth in the Charter of the Township of Haverford, the First Class Township Code and the General Laws of the Township of Haverford and NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford hereby adopts the proposed spending structure.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

11. <u>Resolution No. 2230-2021</u> Back to Businesses – Grants

Motion made by Commissioner McCabe and seconded by Commissioner Wechsler to adopt Resolution No. 2230-2021 that the Board of Commissioners of Haverford Township hereby adopts

the "Back to Business – Phase 1" Program in Exhibit "A" of this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

12. 2022 Budget Adoption Schedule

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt the 2022 Budget Adoption Schedule.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

13. Tax Settlements and Stipulation of Counsel

Motion made by Commissioner McCabe and seconded by Commissioner Wechsler to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

4) **Property located at 101 Tunbridge Rd (D.C. Folio #22-04-00690-00) pending in the Court of Common Pleas Case #CV-2020-008765**

5) **Property located at 201 Highland Ln (D.C. Folio #22-05-00428-00) pending in the Court of Common Pleas Case #CV-2020-009876**

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

14. Ordinance No. P7-2021 Shade Tree (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P7-2021 FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" – TREES.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

15. Ordinance No. P11-2021 Traffic (2nd Reading)

Motion made by Commissioner Oliva and seconded by Commissioner McCabe to adopt the second reading of Ordinance No. P11-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking:

In front of 2308 Bryn Mawr Avenue, Ardmore, PA

STOP Intersection:

On Bewley Road, south, at intersection of Llandaff Road

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

16. Ordinance No. P13-2021 Traffic (2nd Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P13-2021 amending Chapter 175, § 175-67 – Towing, hooking fees and storage charges.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

17. Ordinance No. P15-2021 Chapter 157 – Streets and Sidewalks (1st Reading)

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P15-2021 amending Chapter 157, Streets and Sidewalks.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

18. Ordinance No. P17-2021 Traffic (1st Reading)

Motion made by Commissioner McCabe and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P17-2021 authorizing traffic restrictions on the following highways:

Page 7

Special Purpose Parking:

In front of 700 Buck Lane

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

19. Resolution No. 2228-2021 Delco Green Space & Trails Grant Application

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to adopt Resolution No. 2228-2021 approving that the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance and that Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

20. Contract Awards

2021 – 2022 Salt Contract

Motion made by Commissioner Oliva and seconded by Commissioner Siegel to award the 2021-2022 Salt Contract to Eastern Salt Company, in the amount of $63.60/ton; submitting the lowest responsible bid.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

Carrier Chilling System at the Skatium

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to award contract for the purchase & installation to replace a Carrier Chilling System at the Skatium to Carrier of Plymouth Meeting, PA in the amount of $33,117.00.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

LED Light Fixtures at the Skatium

Motion made by Commissioner Wechsler and seconded by Commissioner Oliva to approve the purchase and installation of 22 LED light fixtures and related lamps from Miller lighting & Energy, Inc., Newtown, PA, in the amount of $7,529.00

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

Nitre Hall

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to award contract for Nitre Hall Chimney and Stucco repair to GRUDZINSKI CUSTOM STONEWORK of DOWNINGTOWN, PA in the amount of $11,200.00, representing the lowest, responsible quote. Quotes on file.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

Professional Services Agreement – Cable Franchise

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to enter a Professional Services Agreement in an amount not to exceed $23,800 with the Cohen Law Group of Pittsburgh, PA for Cable Franchise Renewal Services, including a franchise fee audit to determine whether each cable operator has paid all the franchise fees to which the Township is entitled.

Roll Called.

All 6 Commissioners voted Yes: Commissioners Oliva, Siegel, McCabe, Wechsler, Quinn and Hart.

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

Robert Dell – 5057 Brittany Lane

Mr. Dell spoke on a matter from last month regarding Commissioner Siegel.

22. New business

None.

23. Other business

Mario A. Oliva – 2nd Ward Commissioner – nothing to note this month.

Dan Siegel, Esquire – 4th Ward Commissioner

With regard to Mr. Dell's comments. Commissioner Siegel will stand by his comments.

Commissioner Siegel and Mr. Burman are working with PECO concerning the power outages occurring in Marilyn Park.

Commissioner Siegel reminisced about working with Jeff Heilmann and the friendship they shared.

Commissioner Siegel wished those celebrating Rosh Hashanah a good and sweet New Year.

Bernie McCabe – 5th Ward Commissioner

The Coopertown Civic Association is planning on holding an open board meeting next Tuesday, August 10th at 7:00 p.m. at the Coopertown Pavilion (Highland Ave at Coopertown Elementary).

St. John Neumann will hold their 5K Race.

Commissioner McCabe stated that as Chair of the Civil Service Commission, the Commissioners appointed outstanding officers.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler asked for volunteers to help with all the Hilltop Civic Association festivities.

Commissioner Wechsler welcomes the new officers.

He offered condolences to the Heilmann family.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn offered condolences to the Heilmann family.

The Police Annual Night Out was a lot of fun.

He, too, congratulated, the new officers.

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

Dr. Hart also congratulated the new officers.

Temple Lutheran Church has installed solar panels.

Dr. Hart thanked all the volunteers that help to clean out the stream banks.

Dave Burman – Township Manager

Mr. Burman announced that there will be no brush collection on Monday, September 27th due to leaf collection training.

24. All Commissioners agreed to adjourn.

Thomas J. Anderson & Associates, Inc.
MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

August 4, 2021

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2022 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 2022 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 (2022). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2021).

The payroll amount used in your 2022 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2021 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.

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

JAMES P. KENNEDY
President

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2022

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

		POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		$7,392,328
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation)	1/1/21	15.24%
3 TOTAL NORMAL COST (Item 1 x Item 2)		$1,126,591
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		$2,429,648
5 TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate)		$19,452
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		$3,575,691
7 TOTAL MEMBERS CONTRIBUTIONS		$369,616
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		$3,206,075

Signature of Chief Administrative Officer

Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2022

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

	NON-UNIFORMED PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll	$5,248,708
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/21	11.22%
3 TOTAL NORMAL COST (Item 1 x Item 2)	$588,905
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	$1,266,027
5 TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate)	$19,802
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	$1,874,734
7 TOTAL MEMBERS CONTRIBUTIONS	$236,192
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	$1,638,542

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

August 4, 2021

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2022 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 2022 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 (2022). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2021).

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 2022

NAME OF MUNICIPALITY: HAVERFORD TOWNSHIP
COUNTY: DELAWARE

	NON-UNIFORMED DEF. CONT.
1. TOTAL ANNUAL PAYROLL (Estimated payroll)	2,680,000
2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/21	3.50%
3. TOTAL CONTRIBUTION COST (Item 1 times item 2)	93,800
4. TOTAL ADMINISTRATIVE EXPENSES	3,000
5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4)	96,800
6. MINIMUM MUNICIPAL OBLIGATION	96,800

Signature of Chief Administrative Officer

Date Certified to Governing Body

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 13th day of September, 2021, by and between Haverford Township, Delaware County, Pennsylvania, hereinafter referred to as the "Township" and Tri-State Financial Group, LLC of Bridgeport, Pennsylvania, hereinafter referred to as "TFG".

W I T N E S S E T H

WHEREAS, Haverford Township was awarded monies through the American Rescue Plan Act of 2021; and

WHEREAS, the Township, by Resolution, has authorized some of those monies be allocated to the Haverford Township "Back to Business – Phase 1" Program to benefit Haverford Township businesses that have experienced negative economic impacts as a result of the COVID-19 pandemic; and

WHEREAS, the Township and TFG have negotiated an agreement in which the Township will hire TFG to review applications submitted for funding to determine eligibility in accordance with guidelines contained in the Resolution and other compliance and eligibility specifics provided by the Township.

NOW, THEREFORE, the parties hereto, do agree as follows:

1. The Township does hereby designate and appoint TFG to perform eligibility reviews for grant applications submitted under the "Back to Business – Phase 1" Program for the period beginning September 13, 2021 and ending December 31, 2021;

2. TFG agrees:

   a. to supply, at their expense, all personnel, papers, data processing equipment and all else necessary to efficiently evaluate the above-mentioned "Back to Business – Phase 1" grant applications up to a maximum of 750 applications;

   b. to evaluate applications and deliver the approval or disapproval of applications, in a method agreeable to both TFG and the Township, to the Township within fifteen (15) days of submission to TFG;

3. The Township agrees to compensate and reimburse TFG, 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:

   - $25.00 per completed application eligibility review, up to a maximum of $18,750.00 dollars, to be billed on a monthly basis.

4. Either party may terminate this Agreement at the expiration of the term hereby created, by giving to the other party fifteen (15) days written notice of intention to do so, but in default of such notice, this Agreement shall continue for the additional period of one (1) month and continue on a month to month basis until terminated by either party giving to the other party fifteen (15) days written notice of intention to terminate said Agreement at the expiration of the then current term.

5. Concurrently with the execution hereof, the Township will deliver to TFG a copy of the Resolution and copies of all grant application materials relating to the above-mentioned Program of Haverford Township. The Township agrees to deliver to TFG, within five (5) days after enactment, any amendments to the above-mentioned Resolution and to the rules and regulations pertaining thereto.

6. 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 13th day of September, 2021.

HAVERFORD TOWNSHIP

By: _____
David R. Burman
Township Manager/Secretary

Attest: _____

TRI-STATE FINANCIAL GROUP, LLC

By: _____
Robert Schaefer, COO

ORDINANCE NO. P7-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD".

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 that Chapter 170, Trees, is amended by deleting the existing Chapter 170 and replacing it with the following:

Chapter 170 TREES

§ 170-1. Purpose and Declaration of Policy.

A. It is the policy of Haverford Township that there shall be no net loss of trees within the boundaries of the Township. The purpose of this Chapter is to establish the standards necessary to assure that this policy will be implemented and enforced. The provisions of this article are enacted to:
   (1) Establish protective regulations for trees within Haverford Township in order to control problems of flooding, soil erosion, air and noise pollution and make Haverford Township a healthier and safer place in which to live;
   (2) Encourage the protection of the maximum number of healthy trees throughout the Township, regardless of location;
   (3) Establish and maintain the maximum amount of tree cover on public and private lands in the Township by prohibiting the destruction and removal of trees except in accordance with the standards set forth in this article;
   (4) Maintain trees in the Township in a healthy and nonhazardous condition through professionally accepted arboricultural practices;
   (5) Establish and revise, as necessary, standards for the planting and maintenance of trees to improve the economic base of the Township by improving property values, to enhance the visual quality of the Township and its neighborhoods and to improve public health by lessening air pollution and the incidence of flooding;
   (6) Minimize hazards and damage to streets and sidewalks and reduce the costs of maintaining public rights-of-way;
   (7) Provide latitude in the interpretation and application of Township rules, standards, and guidelines when reasonable and necessary to minimize the destruction of trees.

§ 170-2. Definitions.

The following words and phrases, when used in these regulations, shall have the meanings ascribed to them, except in those instances when the context clearly indicates a different meaning:

ARBORIST – An ISA Certified Arborist, as defined below.

AREA OF PRESERVATION – The area around a tree to be protected which is calculated as twelve times DBH OR 1 foot of radius per inch of DBH

CALIPER INCHES – Standard measurement of nursery stock's diameter taken 12" or lower on stem depending on propagation method and size category

CLEARING – The clearing or removal of six or more trees annually, each having a DBH of six inches or greater on any property or adjacent properties under single ownership.

CROWN – The branches and foliage of a tree; the upper portion of a tree.

DBH (DIAMETER AT BREAST HEIGHT) – Standard measurement of a tree's diameter taken at breast height (4 1/2 feet above the ground or 1.5 meters).

EARTH DISTURBANCE ACTIVITY – As defined in Chapter 78, Erosion and Sediment Control; Stormwater Management.

HERITAGE TREE – A tree having a thirty (30) inch-or-greater DBH.

ISA CERTIFIED ARBORIST – A certified professional who has a minimum of three years' full-time experience working in the professional tree care industry and who has passed an examination covering all facets of arboriculture.

PERMIT – Any permit in writing as issued by the Township Manager of the Township of Haverford.

PERSON – Any person, firm, partnership, association, company or organization of any kind.

PRUNING – The removal of that part of the plant that is undesirable or superfluous.

PUBLIC STREET, HIGHWAY OR AVENUE – Any street, sidewalk or alley open to the public within the right-of-way lines thereof.

PUBLIC SHADE TREE – Any tree in or upon any public park, property, street, highway and/or avenue in the Township of Haverford, or that part of any tree which extends within the lines of any public street, highway and/or avenue in the Township of Haverford.

TOWNSHIP MANAGER – Refers to the Township Manager or designee in the implementation and enforcement of this Chapter.

TREE – Any woody perennial plant usually having but one main stem or trunk and a more or less definitely formed crown and growing to a height of 10 feet or more.

TREE DRIPLINE – The line marking where the outer edges of a tree's branches overhang the ground.

TREE REPLACEMENT FORMULA –

(1) Where a developer or owner finds it impossible or impractical to retain existing trees that are less than 30 inches in diameter, they shall replant one inch of new tree diameter for every four inches of existing tree diameter removed. Replacement trees shall have a minimum diameter of two inches.

(2) Where a developer or owner finds it impossible or impractical to retain existing trees which are 30 inches or greater in diameter, they shall replant one inch of new tree diameter for every one inch of existing tree diameter removed. Replacement trees shall have a minimum diameter of at least 2 inches. A permit shall be required for the removal of any

Heritage Tree. The Shade Tree Commission shall recommend to the Township Manager whether the permit should be approved or denied. The Shade Tree Commission shall provide a written basis for its findings.

(3) If replacement planting is impractical or impossible, the developer or owner shall make a payment to the township in lieu of planting at a fee rate set by the Board of Commissioners.

§ 170-3. Regulations and Requirements for Public Shade Trees.

A. Applicability.

(1) The standards of this section shall apply to all Public Shade Trees in Haverford Township, including the portion of a Public Shade Tree on private property.

B. Permit Required.

(1) No person shall plant, prune, remove or spray a Public Shade Tree in or upon any public street, highway and/or avenue without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be planted, pruned, sprayed and/or removed, except that it shall not be unlawful to perform the following activities:

i Trim shade trees to conform to the clearance requirements of Section C(4) hereof; trim or prune shrubs and bushes within the public area, remove or cut off low hanging or broken branches of trees which create or may create a public nuisance or danger; carry out normal repair, upkeep, minor pruning and trimming;

(2) The Township Manager shall have the authority to designate the type of Public Shade Tree suitable and may refuse a permit to plant any type of tree which, in the opinion of the Township Manager, is not suitable to the location. The Township Manager may be guided by standards laid down by the International Society of Arboriculture or any other similar organization which promulgates standards which would carry out the intent of these regulations.

(3) No person shall, without first obtaining a permit therefor, cut, break, climb with spikes, injure in any manner or remove any Public Shade Tree; or cut down or interfere in any way with the main roots of any Public Shade Tree; or spray any Public Shade Tree with any chemical or insecticide; or place any rope, guy wire, cable, sign, poster or any other fixture on any Public Shade Tree or guard for any Public Shade Tree; or injure, misuse or remove any device placed to protect any tree except in case of immediate necessity for the protection of life and/or property.

(4) No person shall, without first obtaining a permit, place or hereafter maintain any stone, cement or any other impervious surface such as blacktop which shall impede the passage of water and air to the roots of any Public Shade Tree.

(5) No person shall remove a Public Shade Tree with a DBH of four inches from any property without a written permit from the Township Manager, such permit to designate the type of tree and place where such Public Shade Tree is to be removed.

C. General Regulations.

(1) No person shall plant a Public Shade Tree in or upon the public streets, highways and/or avenues within five feet from the edge of any driveway.

(2) No person shall plant a Public Shade Tree nearer to the intersection of any two or more streets than 25 feet from the point of intersection of any two public right-of-way lines. A distance of 30 feet shall be maintained on streets which are state highways.

(3) No person shall pour saltwater, oil or any other deleterious material at any place in such manner that injury might result to any Public Shade Tree.

(4) Every property owner of trees standing on private property shall keep such trees trimmed so that the minimum clearance of any branches that overhang any public walks is twelve (12) feet for mature trees and nine (9) feet for newly planted trees, and the minimum clearance where branches overhang any public street, highway and/or avenue is fourteen (14) feet.
(5) The Township Manager may order the removal of any tree on private property if said tree is diseased, dead or creating any hazard to the public.
(6) On all new building sites, the owner or contractor shall plant on said building site abutting the public right-of-way at least one Public Shade Tree for every 30 feet of street frontage or fraction thereof.

D. Permit Procedure.
(1) The application for any permit required hereunder shall be submitted, in writing, to the Township Manager on a form provided by the Township for this purpose.
(2) The permit application shall specify:
(a) The particular kind of work or operation the applicant desires to perform and shall state the exact location and the species of any tree affected.
(b) A written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.
(c) The proposed location of any replacement trees, if required by the Tree Replacement Formula.
(3) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.
(4) The Township Manager, in his or her sole discretion, may submit any permit application received hereunder to the Shade Tree Commission for review, comment and recommendation as to approval or disapproval.
(5) The Township Manager may revoke any permit issued under this section upon satisfactory proof that any of the terms or conditions upon which the permit was issued have been violated.

E. Enforcement.
(1) The Township Manager, in conjunction with other Township Departments, shall enforce these regulations.
(2) The property owner shall complete all required work within nine months if issued contemporaneously with a building permit, or within sixty (60) days for all other work, unless the Township Manager extends such completion date or temporarily revokes said permit for cause.
(3) If any property owner neglects or refuses to comply with any order of the Township Manager within the time limit specified in a written notice issued by the Township Manager, the Township Manager may cause such violation to be abated at the expense of the property owner, and the entire cost of the work shall be a lien upon said premises, and a claim therefor shall be filed in the same manner as municipal claims are filed and collected.

§ 170-4. Regulations and Requirements for Subdivisions, Land Developments and Other Earth Disturbance Activities.

A. Applicability.
(1) The standards contained herein shall apply to the following activities:
(a) Land development;
(b) Subdivision;
(c) Any Earth Disturbance Activity in excess of 300 cubic yards;
(d) Any Earth Disturbance Activity for parking lots of five or more cars;
(e) Demolition of a structure as defined in Chapter 182, Zoning, as amended;

(f) Any other Earth Disturbance Activity for which a permit is required.

(g) Removal of a Tree associated with the activities identified in § 170-4A(1)(a) through (f) above;

(2) The standards contained herein shall be the minimum standards to be met and maintained. Standards established by other Township ordinances or by state and federal rules and regulations shall apply where those standards are more restrictive than the standards set forth herein.

B. Permit procedure.

(1) Any person desiring to remove or relocate a tree associated with the activities identified in § 170-4A(1)(a) through (g) above, and not otherwise exempted from the provisions of this Chapter, must first apply to the Township Manager for a tree removal permit. The application shall be accompanied by a written statement indicating the reasons for removal or relocation of a tree and a description of the species, size and condition of the tree to be removed.

(2) Before a building permit, demolition permit or grading permit is issued or, in the case of a subdivision or land development, at the time of application for preliminary plan approval, the applicant shall submit:

(a) Site plans showing:

i The size, species and location of all trees with a DBH of four inches or greater which are in the proposed area of disturbance, clearly indicating which trees are to be removed and which trees are to be maintained. A calculation of the total DBH inches of trees to be removed and the total caliper inches of trees to be planted to meet the Tree Replacement Formula and the street frontage tree requirements;

ii The approximate location of trees on adjoining properties that are located within 20 feet of the property line (these locations may be approximated from the subject property or via existing aerial photographic data);

iii Specifications for removal of existing trees and protection of existing trees during construction;

iv Grade changes or other work that may adversely affect any trees, with specifications on how the grade, drainage and aeration will be maintained around the tree.

(b) Planting plans showing:

i The size, species and location of trees to be planted in compliance with the tree replacement formula;

ii A chart summarizing sizes and species of trees to be removed and trees to be planted.

(c) All trees to be removed and all trees to remain on the subject property shall, prior to the issuance of such permit, be marked with a permanent marking, clearly visible at the base of the tree, indicating whether the tree is to be removed or to remain.

(d) For every 30 trees to be removed, the applicant must provide five photographs capturing as many trees as possible to obtain a broad spectrum of the proposed property to be cleared and/or areas of six or more trees to be removed.

(3) The Township Manager shall refer all applications and accompanying materials to the Haverford Township Shade Tree Commission for review, comment, and recommendation of approval or disapproval. The Shade Tree Commission may conduct an on-site inspection to determine whether such removal or relocation conforms to the requirements of this article. Failure on the part of the Shade Tree Commission to reply within 30 days shall be deemed a recommendation of approval. In the event that the Shade Tree Commission recommends denial of an application, it shall specify, in writing, the reason for this action.

(4) The Township Manager may issue a tree removal permit upon recommendation of approval by the Shade Tree Commission.
(5) The Shade Tree Commission shall recommend approval of the permit if the plan meets the Tree Replacement Formula, street frontage tree requirements and any other applicable tree regulations. The Shade Tree Commission may recommend adjustments to the Tree Replacement Formula and street frontage tree requirements due to any of the following existing site conditions:

(a) trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption of public services.

(b) trees which pose a safety hazard to buildings.

(c) diseased trees, trees infested with destructive insects liable to infect the healthy trees on adjacent property or trees weakened by age, storm, fire or other injury.

(d) necessity for compliance with other Haverford Township codes, such as building, zoning and subdivision regulations, health provisions and other environmental ordinances.

(e) site specific restrictions.

(f) other conditions which, in the judgment of the Shade Tree Commission, warrant the removal of the tree.

(6) In the event that any tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety and requires immediate removal without delay, verbal authorization after an on-site inspection may be given by the Township Manager without first obtaining a written permit as is otherwise herein required. The property owner shall apply for a written permit, as required herein, immediately upon the abatement of the hazardous condition.
(7) In the event that replanting in accordance with the Tree Replacement Formula is impractical or impossible as determined by the Shade Tree Commission, the applicant has the option of making payment to the Township in lieu of replanting. Contributions received shall be utilized for replacement of trees elsewhere in the Township, unless extenuating circumstances exist, at the discretion of the Township Manager.
(8) A permit fee shall be paid by the applicant at or before the issuance of the permit, said fees to be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-6. Protection of existing trees during construction.

Developers shall exercise care to protect trees which are to be retained from damage during construction. The following procedures shall be observed to protect remaining trees:

A. Protection from mechanical injury.

(1) An Area of Preservation around all trees to be retained shall be protected by appropriate fencing.
(2) Heavy-equipment operators shall be careful not to damage existing tree trunks and roots. Feeder roots shall not be cut closer than the Area of Preservation.
(3) Tree trunks and exposed roots damaged during construction shall be inspected by an Arborist and treated according to the Arborist's professional recommendation, all at the expense of the Applicant.
(4) Tree limbs damaged during construction shall be pruned in accordance with the standards outlined in ANSI A300, Tree, Shrub and Other Woody Plant Maintenance.
(5) The operation of heavy equipment within driplines shall be minimized in order to prevent soil compaction.

(6) The installation of four foot wide wood chip paths for high traffic areas adjacent to any Areas of Preservation is encouraged around all retained trees and mandatory around any Heritage Tree.

(7) To preserve trees which may be disturbed by the construction process, an Arborist shall sample soil in or adjacent to any Areas of Preservation and implement appropriate mitigation treatment for any soil compaction or other soil deficiencies, all at the expense of the Applicant. It is recommended that the Arborist additionally inspect the trees 1 year and 5 years after the completion of construction.

(8) Trees shall not be used for roping, cables, signs or fencing. Nails and spikes shall not be driven into trees.

(9) The area around the base of existing trees shall be left open to provide access for water and nutrients. Therefore, no impervious cover nor storage of equipment, materials, debris or fill shall be allowed within the dripline of any existing tree, except as may be necessary for a maximum of three months if no other storage space is available.

B. Protection from grade change.

(1) Raising the grade. If an increase in the grade of the land is proposed, the developer shall install either of the following:

(a) A system of gravel and drain tiles at the old soil level opening into a dry well built around the trunk and designed for each tree, individually fitting the contour of the land so that it drains water away from the tree trunk.

(b) A retaining wall between the existing grade and the higher grade.

(2) Lowering the grade. If a lowering of the grade is proposed, the developer shall initiate one of the following methods to protect the trees:

(a) Terracing the grade.

(b) A retaining wall between the existing grade and the lower grade.

(3) If the proposed grade change, in the opinion of the Shade Tree Commission, is too excessive to allow retention of existing trees, the developer shall replace the trees removed on a 1:4 basis, which means one inch of new caliper for every four inches of DBH removed.

C. Protection from excavations. When digging trenches for utility lines and other similar uses, the developer shall adhere to the following, listed in the order of their preference:

(1) If possible, trenches should bypass the root area.

(2) If this is not feasible, trenches should be tunneled under the tree's tree root area.

(3) If trenches must be dug in the tree root area, the following precautions shall be observed:

(a) Trenches shall be no closer to the trunk than half the distance from the dripline.

(b) Cut as few roots as possible.

(c) If roots must be cut, cut them as cleanly as possible under Arborist supervision.

(d) Exposed roots must not be allowed to dry out before permanent backfill is placed; provide temporary earth cover or pack with peat moss and wrap with burlap.

(e) Backfill the trench as soon as possible avoiding soil compaction.

D. Protection during cleanup.

(1) All construction debris shall be hauled away and shall not be burned or buried on site.

(2) Fences and barriers around trees shall be the last thing to be removed from the site.

§ 170-7. Specifications for planting and replacement of trees.

A. Replacement of trees lost during construction, renovation or property clearance shall be in accordance with the Tree Replacement Formula.

B. Criteria for selection of new trees. The following criteria and guidelines shall be followed when a developer is required to replace trees that have been removed or when it is necessary for a developer to choose certain trees for retention and others for removal:

(1) Species longevity.
(2) Hardiness, including wind firmness, climate requirements and characteristics of soil to hold tree.
(3) Susceptibility to insect and disease attack and to pollution.
(4) Aesthetic value, including autumn coloration, type of flowers or fruit and form characteristics.
(5) Maintenance and care, such as pruning, etc.
(6) Wildlife values.
(7) Comfort to surroundings, such as summer shade.
(8) Existence of disease, rot or other damage to tree.
(9) Protection of buildings, vehicles and pedestrians.
(10) Size at maturity.
(11) Effect on soil retention and erosion control.
(12) Value as a noise buffer.
(13) Undesirable characteristics.

§ 170-8. Appeals; costs.

A. Any person who shall deem that he suffered damages by reason of the enforcement of this Chapter may appeal, in writing, to the Board of Commissioners within 10 days after the date of such action. The Board of Commissioners shall fix and notify the appellant of a time and place for a public hearing on said appeal, and the appellant shall cause notice of such hearing to be published in a newspaper circulating in the Township at least 10 days prior to the hearing. All parties in interest shall be afforded an opportunity to be heard thereat. After such hearing, the Board of Commissioners shall affirm or reverse the action of the Shade Tree Commission and/or Township Manager, stating its findings and reasons for its actions, and a written copy of such action shall be given to the appellant.

B. The fee for such a hearing shall be set by resolution of the Board of Commissioners as amended from time to time.

§ 170-9. Violations and penalties.

Any person, firm or corporation violating any provision of this article shall, upon summary conviction before any District Justice of the Peace, pay a fine not exceeding $600 and costs of prosecution; and in default of one payment of the fine and costs, the violator may be sentenced to the county jail for a term of not more than 30 days. Each and every day in which any person, firm or corporation shall be in violation of this article shall constitute a separate offense. Such fines or penalties shall be collected in the manner provided by the First Class Township Code.

ORDAINED AND ENACTED by the Board of Commissioners of Haverford Township, Delaware County, Pennsylvania.

Enacted this 13th day of September, 2021.

TOWNSHIP OF HAVERFORD

BY: _____
GERARD T. HART, PRESIDENT
BOARD OF COMMISSIONERS

Attest: _____
David R. Burman
Township Secretary

PUBLIC NOTICE

HAVERFORD TOWNSHIP

DELAWARE COUNTY

Notice is hereby given that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of PA, at a regular meeting of the Board of Commissioners held on Monday, September 13, 2021, enacted the second reading of Ordinance No. P7-2021 as permanent Ordinance No. 2929-2021 **FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD".**

Township of Haverford

Gerard T. Hart

President

ORDINANCE NO. P15-2021

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 157, "STREETS AND SIDEWALKS".

SECTION 1: TEXT AMENDMENTS

Article III - Excavations, Openings and Occupancy

§ 157-30 Restoration following excavation.

A. All work commenced in pursuance of said permits shall be prosecuted without interruption to the completion thereof, and said openings or excavations shall be immediately refilled by the parties making the same or by the holder of the permit with suitable materials thoroughly compacted by tamping or puddling.

B. Sidewalks and curbs shall be replaced and restored to their former condition by the parties making the excavations or by the holder of the permit.

C. Whenever, in connection with any work covered by this article, a tunnel is to be made under an improved surface, this fact shall be disclosed in the application. Before a tunnel is excavated, specific approval must be obtained from the Township and endorsed upon the permit. The backfilling of the excavation shall not be done except in the presence of a special Township inspector. It shall be made with a damp concrete mix of 1:4:8, thoroughly tamped in six-inch layers or according to a similar method approved by the Township Engineer.

D. Backfilling excavations. All openings or excavations shall be backfilled promptly with suitable materials such as 2A or 3A modified stone thoroughly compacted in layers, each of which shall not exceed 12 inches in depth, and tamped to within three inches of the surface or puddled, where required. Excavated material shall not be used for backfill.

E. A temporary paving of three inches of compacted asphaltic concrete shall be installed flush with the surface of the adjoining paving. The applicant shall keep and maintain such paving in proper condition until such time as the permanent paving is installed. If the applicant fails to install such temporary paving within a reasonable time after completion of the improvement or fails to properly maintain such paving, the Township shall perform the work and charge the cost thereof to the applicant.

F. Permanent pavement restoration to bituminous concrete roadways shall be performed by the permittee within 30 days and after completion of the initial work. An eight-inch-thick bituminous concrete base course and a two-inch-thick wearing course, in accordance with the most recent Pennsylvania Department of Transportation standards, shall be provided. Edges of the excavation shall first be cut 12 inches. Edges shall be hot sealed with application of AC-20 bituminous sealer after placement of the paving.

cartway, to include edge of paving to edge of paving for the greater of the entire block or 100 lineal feet, under any of the following circumstances:

(1) Where the street has been overlaid within the most recent five years.

(2) Where openings of more than 25 square feet have been made within 100 linear feet of pavement.

(3) Where an opening of 50 continuous linear feet has been made. G.Permittee shall include base repair, surface milling and overlay for the full-width of the

H. If, within one year after the installation of the permanent paving, defects appear, the permittee shall make all necessary repairs to the permanent paving at the applicant's expense.

I. Within 30 days after completion of all work and restoration, the permittee shall provide the Township with as-built drawings of the permit area. The as-built drawings shall show the location and type of all utilities, structures, and other facilities installed in the permit area as well as the location of all restored surface areas.

Adopted this 13th day of September, 2021.

Township of Haverford

By: Gerard T. Hart

President

Attest: David R. Burman, Township Manager

ORDINANCE NO. P17-2021

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 175-95, Schedule XX: Special Purpose Parking Zone

In front of 700 Buck Lane

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 September, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P18-2021

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 lease agreement with **UniSite/Omnipoint PA Tower Venture LLC (95%) f/k/a Omnipoint PA Tower Venture, LLC** for certain land areas located at 2325 Darby Rd, 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 12th day of October, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

THE THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **Township of Haverford,** ("***Landlord***") and **UniSite/Omnipoint PA Tower Venture LLC (95%) f/k/a Omnipoint PA Tower Venture, LLC,** a Delaware limited liability company, ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated April 18, 2001 the ("***Original Lease***") as amended by that certain First Amendment dated May 18, 2007 which was erroneously titled as the Second Amendment to Lease Agreement (the "***First Amendment***") as amended by that certain Second Amendment to Lease Agreement dated February 20, 2008 the ("***Second Amendment***") (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Ten Thousand and No/100 Dollars ($10,000.00),** payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 31, 2021; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 18, 2001 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on April 17, 2037. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably

requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **Four Thousand Five Hundred Twenty and 64/100 Dollars ($4,520.64)** per month (the "***Rent***"). Commencing on April 18, 2022 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **Three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Township of Haverford**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Right To Make Offer.** If Landlord elects, during the term of the Lease, as amended herein, (i) to sell or otherwise transfer all or any portion of the Leased Premises, whether separately or as part of a larger

parcel of which the Leased Premises is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Leased Premises occupied by Tenant, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease, as amended, to such third party, then Landlord shall advise Tenant of this fact and as to the nature of the transaction before Landlord consummates any such transaction. Landlord shall give Tenant at least thirty (30) days prior written notice to make an offer as to the transaction on terms Tenant deems advisable before Landlord consummates any such transaction. If Tenant fails to make such an offer within thirty (30) days after receipt of written notice thereof from Landlord, then Landlord may sell or grant the easement or interest in the Leased Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. If, however, Tenant makes such an offer and the offer is deemed superior, solely by Landlord's standards, to all third party offers, Landlord will notify Tenant of their intent to grant easement or interest in the Leased Premises to Tenant within a thirty (30) day period of Tenant's offer, then the Parties shall negotiate the terms of the sale or grant of an easement or interest in the Leased Premises or portion thereof in good faith. If Landlord determines that Tenant's offer is insufficient Landlord may sell or grant the easement or interest in the Leased Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

6. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices**. The Parties acknowledge and agree that Section 18 of the Original Lease, Section 3 of the First Amendment and Section 4 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 1014 DARBY RD, HAVERTOWN PA 19083; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington

Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** The Parties acknowledge and agree that Section 20 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

10. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

11. **Taxes**. The Parties acknowledge and agree that Section 10 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date

such taxes became due. . In the event that Tenant fails to reimburse Landlord for any real estate taxes paid by Landlord which are directly attributable to Landlord's tower facilities as required within forty-five (45) days of written notification, interest shall accrue on such unpaid amounts at a rate of 1.25% per month. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

12. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Township of Haverford,

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

UniSite/Omnipoint PA Tower Venture LLC (95%) f/k/a Omnipoint PA Tower Venture, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Delaware, Commonwealth of Pennsylvania, and being known as Delaware County APN: 22-03-00617-00

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Beginning at a spike in the middle of the Haverford and Darby Rd a corner of this and land of Marshall Cloud thence along the middle line of the Haverford & Darby Rd N-41°-6'-30"-W-184.47-one hundred feet to a spike, thence by other land of Joseph R Connell N-65°-33'-30"-E-273-feet to a stake in line of lands of the Admr & Phoenix St RR Co. thence by land of the Admr & Phoenix St. R.R. Co S-18°-32'-E-185-feet to a stake, and thence by land of Marshall C. Cloud S-67°-38'-10"-W-201.5-feet to the first mentioned pt and place of beginning

J. AW

Pd 3000

Mtg 9000

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

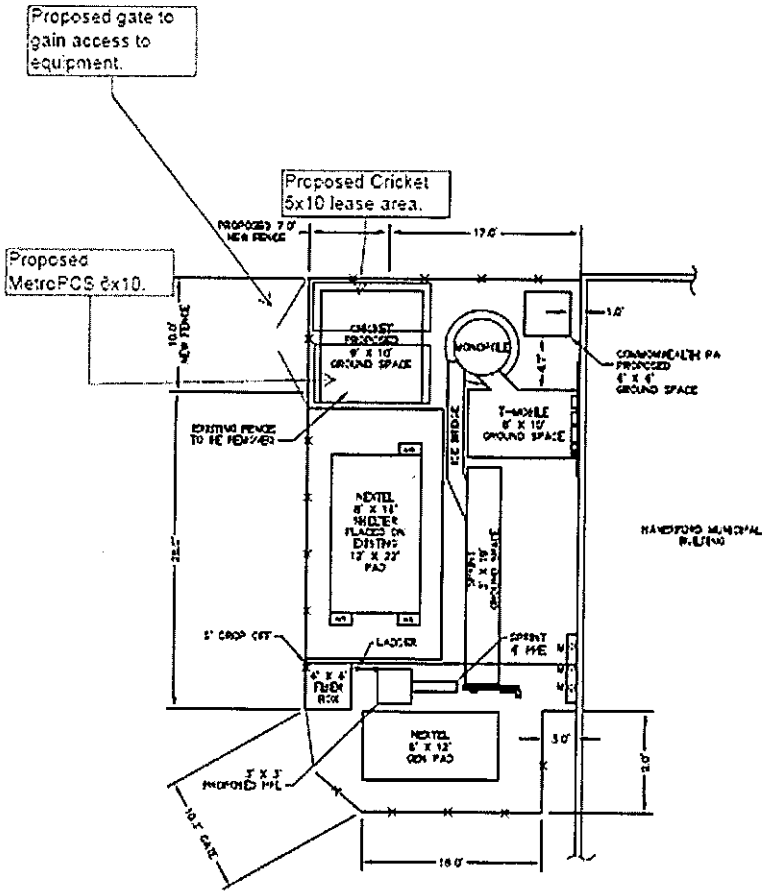

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Aidan Sullivan, Esq.
ATC Site No: 91596
ATC Site Name: HAVERFORD MUNICIPAL PA
Assessor's Parcel No(s): 22-03-00617-00

Prior Recorded Lease Reference:
Book _____, Page _____
Document No: _____
Commonwealth of Pennsylvania
County of Delaware

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the _____ day of _____, 202___ by and between **Township of Haverford,** ("***Landlord***") and **UniSite/Omnipoint PA Tower Venture LLC (95%) f/k/a Omnipoint PA Tower Venture, LLC,** a Delaware limited liability company, ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated April 18, 2001 the (***"Original Lease"***) as amended by that certain First Amendment dated May 18, 2007 which was erroneously titled as the Second Amendment to Lease Agreement (the ***"First Amendment"***) as amended by that certain Second Amendment to Lease Agreement dated February 20, 2008 the (***"Second Amendment"***) (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 17, 2057. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right To Make an Offer**. There is a right to make an offer in the Lease.

5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 1014 DARBY RD, HAVERTOWN PA 19083, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

Township of Haverford,

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

UniSite/Omnipoint PA Tower Venture LLC (95%)
f/k/a Omnipoint PA Tower Venture, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

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Being situated in the County of Delaware, Commonwealth of Pennsylvania, and being known as Delaware County APN: 22-03-00617-00

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Beginning at a spike in the middle of the Haverford and Darby Rd a corner of this and land of Marshall Cloud thence along the middle line of the Haverford & Darby Rd N-41°-6'-30"-W-184.47-one hundred feet to a spike, thence by other land of Joseph R Connell N-65°-33'-30"-E-273-feet to a stake in line of lands of the Admrs of Hanover St R R Co thence by land of the Admrs of Hanover St R R Co S-18°-32'-E-185-feet to a stake, and thence by land of Marshall C. Cloud S-67°-38'-10"-W-201.5-feet to the first mentioned point and place of beginning

J. Aw

Pd 3000

Mtg 9000

EXHIBIT A (Continued)

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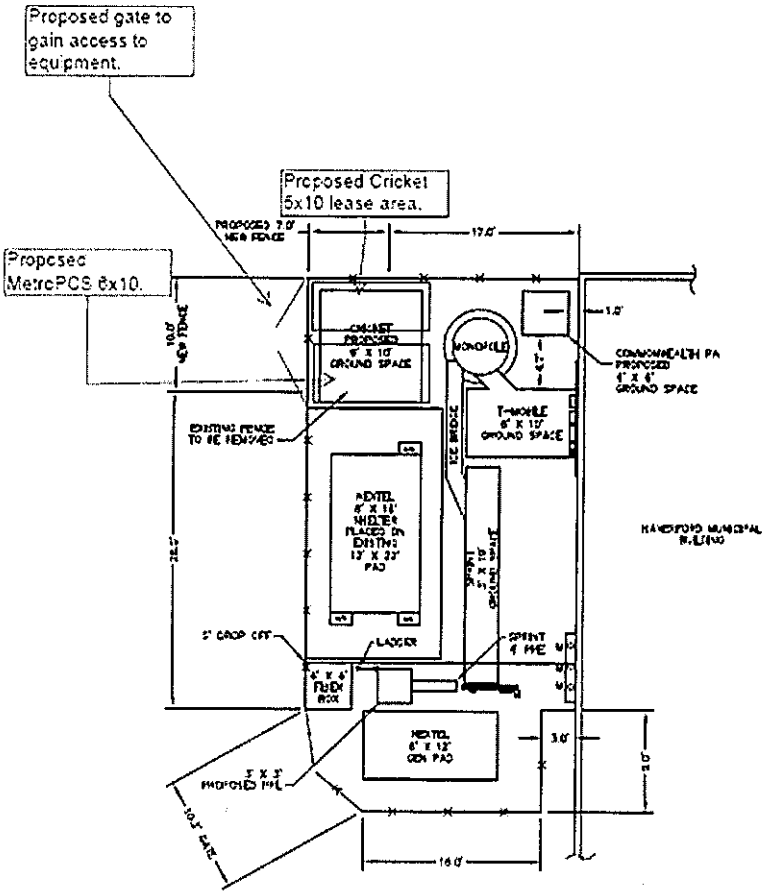
The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.



RESOLUTION 2231-2021
RESOLUTION SUPPORTING STATE LEGISLATION PERMITTING LOCAL JURISDICTIONS TO REGULATE FIREARMS AT PUBLIC MEETINGS AND INSIDE MUNICIPAL BUILDINGS

WHEREAS, Pennsylvania law states that "a municipality shall not enact any ordinance or take any other action dealing with the regulation of the transfer, ownership,transportation or possession of firearms;" and,

WHEREAS, this law prevents local municipalities from enacting laws that protect residents, including elected officials and government employees; and,

WHEREAS, Pennsylvania law prohibits a person from possessing a firearm or other dangerous weapon in a court facility; and,

WHEREAS, Pennsylvania law prohibits a person from possessing a weapon in the buildings of, on the grounds of, or in any conveyance providing transportation to or from any elementary or secondary publicly-funded educational institution, any elementary or secondary private school licensed by the Department of Education or any elementary or secondary parochial school; and,

WHEREAS, Pennsylvania law prohibits a person from possessing weapons capable of producing death or serious bodily injury in a casino; and,

WHEREAS, Pennsylvania law prohibits a person from possessing a weapon within a detention facility, correctional institution or mental hospital; and,

WHEREAS, Pennsylvania law permits a person to possess a firearm in municipal buildings such as the Haverford Township Municipal Services Building; and,

WHEREAS, there have been multiple incidents in which individuals carrying firearms have shot at and/or killed municipal workers, elected officials, and other residents while on government property; and,

WHEREAS, municipal employees deal with angry residents complaining about tax bills, zoning regulations, codes enforcement, and other matters; and,

WHEREAS, public meetings are a place where tempers may flare; and,

WHEREAS, it is dangerous and unacceptable for individuals to bring firearms into public buildings and meetings;

WHEREAS, currently pending in the General Assembly is Senate Bill No. 598, which would permit counties, municipalities and townships to regulate and/or prohibit guns at public meetings; and,

WHEREAS, the Board of Commissioners believes that a majority of citizens would be appalled to know that persons can walk into public meetings or municipal offices with firearms; and,

NOW THEREFORE BE IT RESOLVED THAT the Board of Commissioners, advocating for the safety of municipal employees and the safety of Township residents, asks our State Representatives and State Senator to support legislation such as Senate Bill 598 that would allow municipalities to regulate firearms in and on government property.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to State Representatives Vitali and Zabel, and State Senator Cappelletti.

ADOPTED this 13th day of September, 2021.

Township of Haverford

By: Gerard T. Hart, President

Attest: David R. Burman, Township Manager

PRINTER'S NO. 646

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 598 Session of 2021

INTRODUCED BY COLLETT, COMITTA, KEARNEY, HUGHES, TARTAGLIONE, SANTARSIERO, COSTA, STREET, KANE, MUTH, FONTANA AND HAYWOOD, APRIL 21, 2021

REFERRED TO LOCAL GOVERNMENT, APRIL 21, 2021

AN ACT

Amending Titles 18 (Crimes and Offenses) and 53 (Municipalities) of the Pennsylvania Consolidated Statutes, in firearms and other dangerous articles, further providing for limitation on the regulation of firearms and ammunition; and, in home rule and optional plan government, further providing for limitation on municipal powers.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Section 6120(a) of Title 18 of the Pennsylvania Consolidated Statutes is amended and the section is amended by adding a subsection to read:

§ 6120. Limitation on the regulation of firearms and ammunition.

(a) General rule.--[No county, municipality or township] Except as provided in subsection (a.4), no political subdivision may in any manner regulate the lawful ownership, possession, transfer or transportation of firearms, ammunition or ammunition components when carried or transported for purposes not prohibited by the laws of this Commonwealth.

* * *

(a.4) Exception.--A political subdivision may, by ordinance, regulate the possession, transfer or transportation of firearms, ammunition or ammunition components when carried or transported on any property owned, operated or maintained by the political subdivision, including, but not limited to:

(1) Buildings.

(2) Parks.

(3) Conveyances or vehicles.

* * *

Section 2. Section 2962(g) of Title 53 is repealed:

§ 2962. Limitation on municipal powers.

* * *

[(g) Regulation of firearms.--A municipality shall not enact any ordinance or take any other action dealing with the regulation of the transfer, ownership, transportation or possession of firearms.]

* * *

Section 3. This act shall take effect in 60 days.

RESOLUTION NO. 2232-2021

WHEREAS, the Board of Commissioners designate Haverford Police Department's – Chief John Viola, to execute any and all documents with PaDot and be responsible for the safety and welfare of residents utilizing State Highways on Haverford Township Day, Saturday, October 2, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, authorize Chief John Viola, as the Township's designee.

RESOLVED this 13th day of September, 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, OCTOBER 12, 2021 AT 7:00 PM

1. Opening of Meeting

   a. Roll Call
   b. Pledge of Allegiance

2. Citizens Forum – 30 Minutes Registered Speakers – Agenda Items Only

3. Presentation: Kathleen Oulahan, Dunleavy Associates – Home Improvement Program

4. West Chester Pike Adaptive Signal System – Update

PaDot Representative -Paul Lutz, Traffic Signals Supervisor for Chester and Delaware Counties

Rhythm Adaptive Systems Representative - Richard Cole

Pennoni Representative -Brian Keaveney

5. Bureau of Fire Update

6. Township Auditor Update

7. David R. Burman - Township Manager Update

8. Approval of Minutes — Regular Meeting Minutes of September 13, 2021

Motion: to approve the Regular Meeting Minutes of September 13, 2021.

Voting order 1 2 3 4 5 6 9 7 8

9. Approval of Warrants

Motion: to approve the following warrant #10-2021 totaling $3,605,950.47

General & Sewer fund Payroll for September 16, 2021 in the amount of $639,190.80
General & Sewer fund Payroll for September 30, 2021 in the amount of $700,645.21
General Fund disbursements #10-2021 in the amount of $1,706,305.05

Sewer Fund disbursements #10-2021 in the amount of $184,905.65
Community Development Block Grant Fund disbursement #10-2021 in the amount of $88,690.33
Capital Projects Fund disbursement #10-2021 in the amount of $234,638.53
American Rescue Plan Fund disbursement #10-2021 in the amount of $40,378.55
Credit Card Statement ending September 27, 2021 in the amount of $11,196.35

Voting order 1 2 3 4 5 6 9 7 8

Settlement and Stipulation

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 123 W Eagle Road (D.C. Folio #22-03-00949-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009373; and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 4 5 6 9 7 8

10. Ordinance No. P14-2021 Additions to Historic Resources Survey (1st Reading)

Motion: to adopt the first reading of Ordinance No. P14-2021 AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY.

Voting order 1 2 3 4 5 6 9 7 8

11. Ordinance No. P18-2021 Amendment to Cell Tower Lease (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P18-2021 Amending existing ground lease by and between Township of Haverford and UniSite/Omnipoint PA Tower Venture LLC f/k/a Omnipoint PA Tower Venture, LLC, for property located at 2325 Darby Road.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P19-2021 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P19-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

Parking Time Limited

Rescind:

Clover Lane, east - 8:00 am to 4 pm -2 hours from East Eagle Road to E. Hathaway Lane

Voting order 1 2 3 4 5 6 9 7 8

13. Resolution No. 2233-2021 Haverford Township / DELCO GREENWAYS Grant Round 2

Motion: to adopt Resolution No. 2233-2021 that the Commissioners of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance and that the Township Manager is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Voting order 1 2 3 4 5 6 9 7 8

14. Resolution No. 2234-2021 Keystone Grant Application – Library renovations

Motion: to adopt Resolution No. 2234-2021 showing matching funds and support of Haverford Township Free Library's application for a $750,000 grant from the Keystone Recreation, Park & Conservation Program for the renovation project planned at the Haverford Township Free Library and authorizes the Township Manager, David R. Burman of the said Township of Haverford be authorized and directed to sign and submit the said grant application to the Pennsylvania Department of Education through the Office of Commonwealth Libraries Keystone Recreation, Park and Conservation Fund.

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2235-2021 Amendment to Fee Schedule – Shade Trees

Motion: to adopt Resolution No. 2235-2021 amending the township's Fee Schedule, in lieu of revised Shade Tree Ordinance, and charge appropriate costs for certain public services.

Voting order 1 2 3 4 5 6 9 7 8

16. Resolution No. 2236-2021 Climate Action Plan

Motion: to adopt Resolution No. 2236-2021 adopting and directing the Township Manager to commence implementation of the measures contained herewith.

Voting order 1 2 3 4 5 6 9 7 8

17. Contract Awards/Agreements

Public Works

Traffic Signal Maintenance Contract

Motion: to award a 2-year Traffic Signal Maintenance Contract to Signal Service, West Chester, PA, in the amount of $35,755.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

HUD/Home Program

Motion: to enter into a contract for Professional Services by and between the Township of Haverford and Anthony J. Dunleavy Associates for rehabilitation assistance in the amount of $156,000.00.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to enter into a contract for Professional Services by and between the Township of Haverford and Anthony J. Dunleavy Associates to prepare all Annual and Evaluation Reports under HUD regulations in the amount of $197,892.00.

Voting order 1 2 3 4 5 6 9 7 8

Motion: to enter into an agreement by and between the Township of Haverford and Surrey Services for Seniors to extend public services relating to COVID-19 to Haverford Township residents in the operation of the Senior Center on 401 Brookline Boulevard. Grantee will operate its Program in accordance with Federal requirements.

Voting order 1 2 3 4 5 6 9 7 8

Agreements

Motion: to approve a Professional Services Agreement with Keystone Municipal Services of Swarthmore, PA for services as a Construction Code Official in accordance with the Pennsylvania Uniform Construction Code, on as needed basis, at a rate of $75 per hour.

Voting order 1 2 3 4 5 6 9 7 8

18. Purchases

Parks & Recreation/CREC

Replacement Carpet

Motion: to authorize the purchase of replacement carpet for the multi-use room and the lobby, from Franklin Flooring, Inc, Pottstown, PA, under CoStars MRO 008-220, in the amount of $16,055.00.

Voting order 1 2 3 4 5 6 9 7 8

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

20. New business

21. Other business

NO WORK SESSION IN NOVEMBER

NEXT REGULAR MEETING: MONDAY, NOVEMBER 8TH

PRELIMINARY BUDGET MEETING: MONDAY, NOVEMBER 15TH

DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION – FRIDAY, NOVEMBER 12, 2021

22. Adjourn

6:00 P.M. CONTINUATION OF PUBLIC HEARING
HISTORIC RESOURCES SURVEY
HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, SEPTEMBER 13, 2021 AT 7:00 PM

1. Opening of Meeting – Gerard T. Hart, President, opened the meeting.

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

    Also present were: Aimee M. Cuthbertson, CPA, Assistant Township Manager (filling in for David R. Burman, Township Manager), Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Township Solicitor, 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 Officer, Chuck Faulkner, Township Engineer and Janet Boccella, Civil Service Commission.

    b. Pledge of Allegiance

2. Citizens Forum – 30 Minutes Registered Speakers - AGENDA ITEMS ONLY

Chad Brooks – representing Haverford Township and the Grange

Haverford Township Day is October 2nd. He announced the itinerary for the festivities and he promoted the Grange Estate's upcoming events.

3. Appointment and Swearing-In – Haverford Township Entry Level Police Officer

Mrs. Boccella presented three names to the Board.

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to appoint Michael Brennan as a Haverford Township Entry Level Police Officer.

Roll Called.

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

Commissioner McCabe abstained. He is on the Civil Service Commission.

4. Commissioners' Committee Update

Commissioner Holmes, Finance Chair, announced that bonds were auctioned on August 10th. This saved the township over $800,000.

Thirty-seven applications were received by the township from businesses in the township that were financial impaired during COVID. The next round will open after the first round's collection.

Commissioner Wechsler, Fire Chair, indicated that the Bureau of Fire had 93 incidents. He also reported other fire-related matters.

Commissioner D'Emilio indicated that the Comprehensive Steering Committee is asking residents for suggestions of what they would like happen in the township; housing, businesses, bike routes, etc.

5. Police Department – August Crime Update – presented by Chief Viola – Most notable incidents were reported.

6. Township Auditor – Update

Ross Anderson, Township Auditor, reviewed the expenses and warrants and found no irregularities.

7. Dave Burman, Township Manager – Update - postponed

8. Approval of Minutes Regular Meeting Minutes of August 9, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of August 9, 2021.

Roll Called.

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

Commissioner Holmes abstained; he was not present at meeting.

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #9-2021 totaling $3,584,704.53

General & Sewer fund Payroll for August 19, 2021 in the amount of $738,803.59
General & Sewer fund Payroll for September 2, 2021 in the amount of $657,588.40
General Fund disbursements #9-2021 in the amount of $1,425,409.13
Sewer Fund disbursements #9-2021 in the amount of $495,094.39
Community Development Block Grant Fund disbursement #9-2021 in the amount of $38,028.56
Capital Projects Fund disbursement #9-2021 in the amount of $213,589.65
Postage Meter Refill (ACH) in the amount of $4,000.00
Credit Card Statement ending August 27, 2021 in the amount of $12,190.81

Roll Called.

8 Commissioners voted yes: Commissioners Oliva, McCloskey, Siegel, McCabe, Holmes, Wechsler, Quinn and Hart.

Commissioner D'Emilio not present for the vote.

10. 2022 Minimum Municipal Obligation

Motion made by Commissioner Holmes and seconded by Commissioner Siegel to accept and certify the 2022 Minimum Municipal Pension Obligations for the Police and Non-Uniform Defined Benefit Plans and Non-Uniform Defined Contribution Plans.

Roll Called.

8 Commissioners voted yes: Commissioners Oliva, McCloskey, Siegel, McCabe, Holmes, Wechsler, Quinn and Hart.

Commissioner D'Emilio not present for the vote.

11. Settlements and Stipulations of Counsel

Motion made by Commissioner Homes and seconded by Commissioner Oliva to approve the settlement and stipulation of counsel in the following owner-initiated property assessment appeal matters and authorize counsel and proper officers to execute necessary documents:

1) **Property located at 7 College Ave (D.C. Folio #22-04-00082-00) pending in the Court of Common Pleas Case #CV-2020-009115**
2) **Property located at 603 Beechwood Dr (D.C. Folio #22-06-00165-00) pending in the Court of Common Pleas Case #CV-2020-008450**
3) **Property located at 350 Harvest Ln (D.C. Folio #22-04-00668-00) pending in the Court of Common Pleas Case #CV-2020-008790**

Roll Called.

8 Commissioners voted yes: Commissioners Oliva, McCloskey, Siegel, McCabe, Holmes, Wechsler, Quinn and Hart.

Commissioner D'Emilio not present for the vote.

12. Professional Services Agreement

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to enter in a Professional Services Agreement with Tri-State Financial Group, LLC, Bridgeport, PA, for eligibility reviews of applications received as part of the Haverford Township "Back to Business – Phase 1" grant program funded with monies received as part of the American Rescue Plan Act of 2021, at a rate of $25.00 per application, not to exceed $18,750.

Roll Called.

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

13. Ordinance No. P7-2021 Shade Tree (2ND Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Siegel to adopt the second reading of Ordinance No. P7-2021 FURTHER AMENDING AND SUPPLEMENTING ORDINANCE NO. 1510, CHAPTER 170, ADOPTED MARCH 12, 1973, AND AMENDED BY ORDINANCE 2508, ADOPTED SEPTEMBER 10, 2007, AND KNOWN AS "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD" – TREES.

Roll Called.

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

14. Ordinance No. P15-2021 Chapter 157 – Streets and Sidewalks (2nd Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P15-2021 amending Chapter 157, Streets and Sidewalks.

Roll Called.

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

15. Ordinance No. P17-2021 Traffic (2nd Reading)

Motion made by Commissioner McCabe and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P17-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking:

In front of 700 Buck Lane

Roll Called.

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

16. Ordinance No. P18-2021 Amendment to Cell Tower Lease (1st Reading)

Motion made by Commissioner Siegel and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P18-2021 Amending existing ground lease by and between Township of Haverford and UniSite/Omnipoint PA Tower Venture LLC f/k/a Omnipoint PA Tower Venture, LLC, for property located at 2325 Darby Road.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, McCabe, Holmes, Quinn and Hart.

Commissioner Wechsler voted No.

17. Resolution No. 2231– 2021 Support Senate Legislation Bill 598

Motion made by Commissioner Siegel and seconded by Commissioner Holmes to adopt Resolution No. 2231 – 2021 resolving that the Board of Commissioners, advocating for the safety of municipal employees and the safety of Township residents, asks our State Representatives and State Senator to support legislation such as Senate Bill 598 that would allow municipalities to regulate firearms in and on government property.

Roll Called.

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

18. Resolution No. 2232-2021 Haverford Township Day – State Highway Closings

Motion made by Commissioner Oliva and seconded by Commissioner D'Emilio to adopt Resolution No. 2232-2021 authorizing Chief John Viola to execute any and all documents with PaDot and be responsible for the safety and welfare of residents utilizing State Highways on Haverford Township Day Saturday, October 2, 2021.

Roll Called.

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

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

Sheryl Forste-Grup – 107 Llandaff Road – Roadwork

Ms. Forste-Grup asked for an update on all the PECO and AQUA repairs going on in the township.

Chief Viola indicated that this is a process: from initial opening, removal of old lines, insertion of new lines, patch work, new hook up to resident homes, milling and paving the portion they repaired.

Brian Ramona – 14 Belfield – traffic and speeding

Mr. Ramona reminisced about a resident that was killed at Township Line and Belfield due to speeding. Something needs to be done. The street signs are faded on the residential streets. Drivers disregard traffic regulations.

Commissioner Wechsler stressed that residents need to contact their state representatives. We need radar enforcement.

20. New business – Nothing to report.

21. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio became upset by a perceived comment made by Commissioner McCloskey and asked that he provide an apology.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva announced Haverford Township Day on October 2nd and on October 24th, a memorial is scheduled for Commissioner Lewis at the CREC and the rededication of the park to the Andy Lewis Memorial Park.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey apologized and would offer an apology to those involved in his perceived comment.

Commissioner McCloskey thanked those involved in organizing the Music Festival.

Commissioner McCloskey also made reference to the upcoming Comprehensive Plan meetings.

Daniel J. Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel announced that the Jewish people will be entering into 10 days of awe (Yom Kippur) and during this time period is a time of atonement and hope. It is also a time to move-on.

Bernie McCabe – 5th Ward Commissioner

Commissioner McCabe announced that Sts. Coleman-Neumann will hold their Saints Stomp 5K on September 18th.

He thanked Dan Mariani and the Public Works Department for their service during the recent storm and also to the Police Department.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes announced, that while driving up to New England on September 11th, he experienced the many towns that held 9-11 ceremonies.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler thanked the Police, Fire and EMS for their service during the recent storm. They also reached out to other townships.

Commissioner Wechsler thanked Chad Brooks for all his support.

Hilltop Civic Association will hold a meeting on September 23rd at 7:30 p.m.

Conor Quinn – 7th Ward Commissioner

The Billy Lake Annual Fundraiser will be held on October 9th.

Commissioner Quinn enjoyed the Music Fest.

Gerard T. Hart – 8th Ward Commissioner

Haverford Township Shredding Event will be held October 23rd 8 – 11 a.m.

There will not be brush collection on September 27th.

Volunteers are requested for 2022 Boards and Commissions with a November 12th resume deadline.

Commissioner Hart indicated that the Comprehensive Plan is 30 years overdue.

22. All Commissioners agreed to adjourn.

ORDINANCE NO. P14-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY ADOPTED BY REFERENCE THEREIN.

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. HISTORICAL RESOURCE SURVEY AMENDMENT

Pursuant to the General Laws of the Township of Haverford, Ordinance 1960 as amended and supplemented, Chapter 182 *Zoning*, Article XIII *Historic Preservation* §182-1304, *Historical Resource Survey*, the following additions are proposed to the Survey:

Survey Code	DC Folio No.	Site	Description
HRSF-001	n/a (SEPTA ROW)	Karakung Drive (Beechwood-Brookline Station)	Beechwood Amusement Park Wall
HRSF-002	22-04-00560-00	749 Millbrook Lane	Edith H. Dewees Project Dwelling
HRSF-007	22-07-00323-00	1419 Darby Road	Hopson House
HRSF-009	22-03-00689-00	2208 Darby Road	Havertown Beverage
HRSF-010	22-03-01079-00	0 (aka 2200) Grasslyn Avenue	American Legion Post
HRSF-011	22-03-02021-00	38 East Turnbull Avenue	Sears "Elsmore" House
HRSF-019	22-05-00138-00	833 Buck Lane	Garrigues House
HRSF-023	22-06-01259-00	0 Karakung Drive	Wynnewood Lanes
HRSF-024	22-06-02036-00	835 Wynnewood Road	McClain House
HRSF-040	22-05-00693-00	774 Millbrook Lane	Henry J. Cadbury House
HRSF-057	22-04-00001-49 & 22-04-00001-50	100- 103 Allgates Drive, along Coopertown Road	Allgates Entrance Gate (Allgates HOA)
HRSF-081	22-04-00042-00	Walton Lane (aka 800 Ardmore Aveneue)	Strawbridge Observatory, Haverford College

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

The provisions of this Ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect become effective ten (10) days after publication following final adoption by this Board of Commissioners.

ADOPTED this ____ day of _____, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

_____ By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P18-2021

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 lease agreement with **UniSite/Omnipoint PA Tower Venture LLC (95%) f/k/a Omnipoint PA Tower Venture, LLC** for certain land areas located at 2325 Darby Rd, 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 12th day of October, 2021.

TOWNSHIP OF HAVERFORD

By: _____
Gerard T. Hart, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

ORDINANCE NO. P19-2021

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 175-95, Schedule XX: Special Purpose Parking Zones

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

SECTION 2. That Section 175-94 Schedule XIX: Parking Time Limited

Rescind: Clover Lane, East, 8 am to 4 pm, 2 hours, from E. Eagle Road to E. Hathaway Lane

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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

Resolution No. 2233-2021

Haverford Township / DELCO GREENWAYS Grant Round 2 RESOLUTION

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established an Open Space and Recreation Municipal Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delaware County Open Space and Greenways Municipal Grant Program in order to develop a Parks, Recreation and Open Space Plan at a cost of $100,000.

NOW, THEREFORE, by the governing body of Haverford Township, Delaware County, Pennsylvania, as follows:

1 That the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance.

2 That Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Duly presented and adopted by the Governing Body of Haverford Township in public meeting held this 12th day of October, 2021.

Resolved this 12th day of October, 2021

Township of Haverford

BY:_____

Gerald Hart, President

Board of Commissioners

ATTEST:

_____

David R. Burman

Township Manager/Secretary

TOWNSHIP OF HAVERFORD

RESOLUTION 2234-2021

A RESOLUTION AUTHORIZING FILING OF A FORMAL KEYSTONE APPLICATION TO ASSIST WITH FINANCING OF THE RENOVATION PROJECT AT THE HAVERFORD TOWNSHIP FREE LIBRARY

WHEREAS, the Pennsylvania Department of Education through the Office of Commonwealth Libraries authorizes funding for eligible projects through the Keystone Recreation, Park and Conservation Fund; and

WHEREAS, the Board of Commissioners of the Township of Haverford acknowledges both facility and operational inefficiencies at the Haverford Township Free Library located at 1601 Darby Road; and

WHEREAS, the Board did authorize the general design direction and renovation of the Haverford Township Free Library to provide improved energy efficiency, space reconfiguration to include much needed communal areas to enhance the library experience and to promote community within the Township; and

WHEREAS, the Haverford Township Free Library is a leading member of the Delaware County Library System so its resources and services are shared throughout the County; and

WHEREAS, the renovation of the Haverford Township Free Library will allow the Library to expand its role as a community-hub for life-long learning, creativity and culture not only for the residents of Haverford Township but for the in the entire Delaware County and surrounding community; and

WHEREAS, the Township of Haverford recognizes, through an annual budgetary appropriation, the importance and value of the Haverford Township Free Library for the resources, programs and services they provide in the community for all its citizens; and

WHEREAS, the Board of Commissioners in support of the Haverford Township Free Library approves submitting, on behalf of the library project the Keystone Recreation, Park and Conservation Fund grant, a $750,000 application from the Pennsylvania Department of Education through the Office of Commonwealth Libraries; and

WHEREAS, the Board ensures the undisturbed use of the renovated facility as a public library for fifty years or the useful life of the project to be funded by the Keystone grant whichever is shorter; and

NOW, THEREFORE, BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Haverford, County of Delaware, and it is hereby resolved by authority of the same, that the Township Manager, David R. Burman of the said Township of Haverford be authorized and directed to sign and submit the said grant application to the Pennsylvania Department of Education through the Office of Commonwealth Libraries Keystone Recreation, Park and Conservation Fund.

RESOLVED this 12th day of October, 2021.

TOWNSHIP OF HAVERFORD

_____

Gerard T. Hart
President
Township of Haverford Board of Commissioners

ATTEST:

_____

David R. Burman
Township Manager/Secretary

I, David R. Burman, Township Manager/Secretary of the Township of Haverford, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 11th day of October, 2021.

DATE: _____

_____

David R. Burman, Township Manager/Secretary

RESOLUTION 2235-2021

WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and

WHEREAS, the Board of Commissioners of the Township of Haverford is authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs for certain public services; and

WHEREAS, the Board of Commissioners wishes to provide a comprehensive fee schedule for the convenience and ease of the general public in determining Township fees for the cost of said services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania that the Board of Commissioners hereby establishes the following fee schedule.

TYPE		FEE
A.	**Administrative Costs**	
	Photocopying, per page	$ 0.25
B.	**Alarms**	
	False alarms, 3 or more per calendar year, per alarm	$300.00
C.	**Amusement and Entertainment**	
	(1) Jukeboxes and mechanical amusement devices:	
	Annual license fees:	
	1 to 3, each item	$150.00
	Each item in excess of 3	$250.00
	Pool Table, annual license fees	
	1 to 3, each pool table	$150.00
	Each pool table, in excess of 3	$300.00
	Jukeboxes, mechanical amusement devices and pool tables in premises owned by a nonprofit organization, each item	$25.00
	Replacement of lost or destroyed seal, stamp or decal, each item	$5.00
	(2) Circuses and carnivals:	
	Each theatrical exhibition, per performance	$5.00
	Each concert, per performance	$25.00
	Each jugglery exhibition, per performance	$5.00
	Each circus and menagerie combined, per 1 day	$250.00
	Each outside show accompanying a circus or menagerie, per 1 day	$25.00
	Each carnival, per day	$200.00
	Each boxing or sparring exhibition, per 1 day	$200.00
	(3) Any other entertainment/recreation for which a price of is charged:	
	Skating rink, per calendar year	$50.00
	Exhibition, recreation hall or club, per year	$50.00

Dance hall or club, per day	$10.00
per year	$100.00
Religious educational and charitable organizations holding an entertainment or exhibit, per day	$ 50.00

D. Bathing places, public

Annual license and inspection fee	$150.00

E. Building Construction

(1) *Plan Review Fees:*

Building

New construction, Residential:	$100.00
Additions and Alterations over $50,000 of construction value	$50.00
Nonresidential and multi-family buildings, per hour	$95.00
Accessibility	$200.00

Engineering Escrow

Steep slope of floodplain reviews	$2,000.00
Grading and storm water management up to:	
10,000 square feet lot area affected	$1,500.00
10,001 to 50,000 square feet lot area affected	$2,500.00
Over 50,000 square feet lot area affected	$5,000.00

Subdivision and Land Development Escrows

Sketch plans and lot line changes	$1,000.00
Preliminary Subdivision Plan	$2,500.00
Final Subdivision Plan	$2,000.00
Additional escrow per lot	$100.00
Preliminary/Final Land development	$5,000.00
Each Plan Revision Resubmission	$500.00

[Applicants seeking concurrent preliminary/final review must provide the escrow for both applications upon submission]

(2) *Building Permit/Inspection Fees:*

Residential:	
New construction:	
First $10,000.00 of cost (per $1,000.00)	$20.00
Over $10,000.00 of cost (per $1,000.00)	$15.00
Alterations and repairs:	
First $10,000.00 of cost (per $1,000.00)	$20.00
Over $10,000.00 of cost (per $1,000.00)	$15.00
Alterations and repairs, decks, sheds, detached garages:	
First $10,000.00 of cost (per $1,000.00)	$20.00
Over $10,000.00 of cost (per $1,000.00)	$15.00
Roofing, siding, windows and doors:	
Per $1,000.00 of cost	$20.00
HVAC installations, per $1,000 of cost	$25.00
Re-inspection for violations/noncompliance, per inspection	$100.00
Portable Storage Units	$50.00

Nonresidential and Multifamily Buildings:	
New construction:	
First $40,000.00 of cost (per $1,000.00)	$ 25.00
Over $40,000.00 of cost (per $1,000.00)	$ 20.00
Alterations and repairs (including roofing and siding):	
Per $1,000.00 of cost	$ 20.00
Accessory structures:	
First 200 square feet	$50.00
Each additional 100 square feet	$15.00
Curb and sidewalk repairs, per $1,000 of cost	$50.00
Re-inspection for violations/noncompliance, per inspection	$100.00
Trailers	$250.00
Tents:	
Up to 500 square feet	$50.00
501 to 800 square feet	$100.00
801 square feet and over	$200.00
Signs:	
Wall signs	$100.00
Freestanding signs	$150.00
Temporary signs	$100.00
Swimming pools:	
In-ground pools, including bonding & fence enclosure	$250.00
Above-ground pools	$75.00
Fencing:	
First 100 linear feet	$40.00
Each additional 100 linear feet	$10.00
Demolition permits:	
First 2,000 square feet of building area	$200.00
Each additional 2,000 square feet	$75.00
Certificate of Use and Occupancy:	
New construction:	
Single-family dwelling	$50.00
Nonresidential and multifamily dwelling	$100.00
Change of ownership/occupancy:	
Application received with more than 30 days processing time, per unit	$75.00
Application received with less than 30 days processing time, per unit	$105.00
Application received with less than 10 days processing time, per unit	$175.00
Application received with less than 5 days processing time, per unit	$300.00
Each re-inspection	$25.00
Zoning Certification Letter	$100.00

	(3) Electric permits:	
	All new installations, alterations to existing and additional electrical per $1,000.00 of cost	$20.00
	Re-inspections to correct violations	$20.00
	(4) Plumbing permits:	
	Water service connections from house to curb, per 100 feet	$75.00
	Sewer service connections from house to curb, per 100 feet	$100.00
	On-site sanitary systems (excludes engineers review)	$100.00
	Private Wells	$100.00
	All new installations, alterations and additions to existing and additional plumbing, per $1,000.00 of cost	$20.00
F.	Contractors, Licensing of (per calendar year)	
	Master plumber or electrician	$75.00
	General, sign, lawn care, swimming pool paving or subcontractors	$75.00
	Property manager, decorator	$75.00
	Journeyman plumber or electrician, chief plant electrician, oil burner or refrigeration service dealer	$15.00
	Apprentice plumber or electrician	$7.50
G.	Electrical Standards, annual permits	
	Routine repairs, maintenance or replacement at a pre-designated site, per calendar year	$150.00
H.	Erosion and Sediment Control	
	Up to 1 acre of land graded or disturbed, exceeding ½ acre	$50.00
	Each acre exceeding 1 acre, up to 10 acres	$15.00
	Each acre exceeding 10 acres	$5.00
	[Engineering escrows are also required per Building Construction Plan Review Fee Schedule (Subsection E(1) above)]	
I.	Explosives	
	Blasting permit, each 10 day period	$500.00
	Storage of explosives, per calendar year	$1,000.00
J.	Fire Prevention Fees	
	Annual fire prevention inspections:	
	Buildings up to 1,500 square feet	$80.00
	Buildings 1,500 square feet to 3,000 square feet	$105.00
	Each additional 2,000 square feet to 9,000 square feet	$20.00
	All structures over 9,000 square feet	$325.00
	Re-inspection for corrections to defects	$30.00
	Failure to appear for scheduled inspection	$50.00
	Depositions and/or expert testimony at court appearances:	
	Consultation: two-hour minimum, per hour	$65.00
	Deposition: four-hour minimum, per hour	$40.00
	Fire Incident Report	$25.00

Fire Permits:	
Plan review, per hour	$95.00
Fire alarm permits	$100.00
Fire suppression, sprinklers & hoods, per $1,000 of cost	
Upto $50,000 of cost	$25.00
Each additional $1,000 of cost	$15.00
Use and occupancy inspections (initial application)	$25.00
Tank permits (removal or installation, per tank)	
Residential	$65.00
Commercial	$100.00
All other high-hazard permits, per the Fire Prevention Code	
per $1,000 of cost	$25.00
High-hazard/multi-dwelling-unit buildings:	
0 to 25 dwelling units	$150.00
26 to 50 dwelling units	$200.00
51 to 75 dwelling units	$225.00
76 to 100 dwelling units	$250.00
101 to 150 dwelling units	$275.00
Each additional 100 units	$50.00

K. Food and Drink

Eating and drinking establishments (sit down dining)	
With less than 49 seats	$200.00
With 50-199 seats	$250.00
With 200 or more seats	$350.00
Eating and drinking establishments with retail sales	
Applicable retail fee + eating and drinking establishment fee	
Take out facilities (no seating)	$200.00
Bakery only	$100.00
Retail food facilities (e.g. grocery stores, mini marts, convenience stores)	
1,500 square feet or less of floor space	$100.00
1,501 to 2,500 square feet of floor space	$250.00
2,501 to 5,000 square feet of floor space	$300.00
5,001 to 7,500 square feet of floor space	$390.00
7,501 to 10,000 square feet of floor space	$515.00
10,001 to 15,000 square feet of floor space	$665.00
Over 15,000 square feet of floor space	$815.00
Retail food having take out or sit down dining:	
Applicable retail fee, plus	$200.00
Commissaries (including caterers)	$250.00
Mobile food vendors	$125.00
Nonprofit charitable operation	$45.00
Temporary food service/special event:	
1 to 5 food vendor booths	$85.00
Each additional booth	$20.00
Seasonal Farmers Market Vendor	$100.00
Vending Machines	$25.00

L. Garbage, Rubbish and Refuse

Bulk Trash collection, for 1-5 items, per item	$18.00

	Clean-Out, 6-10 items, flat fee	$98.00
M.	Housing Standards	
	Annual housing license	$60.00
	Housing license inspection or re-inspection fee, per unit	$50.00
	Failure to appear for scheduled inspection	$50.00
N.	Miscellaneous Licenses & Permits	
	Backyard Chicken License (initial application)	$60.00
	Backyard Chicken License (renewal)	$25.00
O.	Parks and Playgrounds	
	Seasonal adult and non-township ball field permits	$500.00
	Township park pavilion	$40.00
	Synthetic Turf Rental Fees:	
	Township Organization, Volunteer coaches, per hour	$20.00
	Township Organization, Paid coaches/employees, per hour	$45.00
	Non-Township Organization, Volunteer coaches, per hour	$85.00
	Non-Township Organization, Paid coaches/employees, per hour	$110.00
	Denny Gym Rental Fees, Half Court:	
	Township Organization, Volunteers/individual, per hour	$60.00
	Township Organization, Paid coaches/business, per hour	$110.00
	Non-Township Organization, Volunteers/coaches, per hour	$85.00
	Non-Township Organization, Paid coaches/employees, per hour	$150.00
	Denny Gym Rental Fees, Full Court:	
	Township Organization, Volunteers/individual, per hour	$90.00
	Township Organization, Paid Coaches/business, per hour	$175.00
	Non-Township Organization, Volunteers/individual, per hour	$140.00
	Non-Township Organization, Paid Coaches/business, per hour	$200.00
	Activity Rooms	$50.00
	Studio/private	$50.00
	Studio/business	
	Township/business	$50.00
	Non-Township/business	$75.00
	Environmental Lab:	
	Resident/private	$60.00
	Township/business	$80.00
	Non-Resident/private	$75.00
	Non-Township/business	$95.00
	Multi Use Room:	
	Half Room:	
	Resident, private, per hour	$55.00
	Township, business, per hour	$90.00
	Non-Resident, private, per hour	$75.00
	Non-Township, business, per hour	$130.00
	Full Room:	
	Resident, private, per hour	$100.00
	Township, business, per hour	$165.00
	Non-Resident, private, per hour	$130.00
	Non-Township, business, per hour	$200.00

P.	Peddling and Soliciting	
	Soliciting or peddling license by a township resident/landowner at their primary residence or owned property within Haverford Township, each two-day period (except Christmas tree sales)	$50.00
	Soliciting or peddling license by a township resident at a location other than their primary residence or owned property within Haverford Township, or by a nonresident, each two-day period (except Christmas tree sales), per location	$150.00
	Christmas tree sales, 45 day maximum	$100.00
Q.	Poles	
	Erect any telephone, electric light or power pole	$35.00
R.	Police Services	
	Photographs, each	$15.00
	Fire investigation report	$50.00
	Police incident report:	
	Each copy	$15.00
	For senior citizens (65 years and older)	$5.00
	Police accident investigation report:	
	Each 2 pages	$15.00
	For senior citizens (65 years and older), each 2 pages	$5.00
	Copies of any other files/reports, per page, plus the cost of postage	$0.25
	Police details, per hour rate, per officer	$90.00
	Civil service – entry level applicants	$45.00
	Fingerprinting service, civilians, non-arrest related	$35.00
	Block party permit	$35.00
	Live music permit	$10.00
	Special Event Race permit	$50.00
	Police Body Camera Footage (per upload)	$19.00
	Police Body Camera Footage (per minute of redaction)	$1.00
	Music Festival (over 1,000 people)	$150.00
S.	Sewage and Drainage Facilities	
	Sewer service connection fee	$1,500.00
T.	Skating Rink	
	Advertising (per Board)	$400.00
	Public skating	
	Adult, 7 years and over (1 ½ hours)	$8.00
	Children, 6 years and under (1 ½ hours)	$6.00
	Senior citizens	$3.00
	Home schoolers	$7.00
	Group rates	$7.00
	High school hockey game admission	$5.00
	Rental of upper meeting room, Resident/Non-Resident per hour	$30.00/$40.00
	Hourly group ice rental, Winter Season (Sept 1 – March 31)	$375.00
	Hourly group ice rental, Spring Season (Apr 1 – May 31)	$280.00
	Hourly group ice rental, Summer Season (June 1 – Aug 31)	$250.00

Hourly group ice rental, "Last Minute Special" (reserved within 7 days for otherwise unreserved ice time)	20% Discount
Family membership books:	
Haverford Township residents	$65.00
Nonresidents	$70.00
Including skate rental	$10.00
Skate rental	$2.00

U. Subdivision and Land Development Application Fees

Sketch plans and lot line changes	$150.00
Minor subdivision, each submission	$500.00
Major subdivision, each submission	
5-10 lots	$1,000.00
11-25 lots	$1,500.00
26 or more lots	$2,000.00
Land development, per 20,000 square feet of lot area, plus $100.00 per tenant/leasehold	$1,500.00

[Note: See also Subsection E(1), Engineering escrows.]

V. Streets and Sidewalks

Excavations/opening of a public right-of-way:	
First 10 linear foot cut of an unimproved surface	$24.00
Each additional 10 linear feet	$9.00
First 10 linear foot cut of an improved surface	$24.00
Each additional 10 linear feet	$14.00
Plus:	
Improved surface restoration escrow (per every 5 linear feet)	$1,000
Unimproved surface restoration escrow, per $1,000 of cost	$50.00
Street degradation fee for improved surface	$100.00
Additional degradation fee if surface paved within the past five years:	
Per linear foot, if paved within 1 year	$34.00
Per linear foot, if paved within 2 year	$28.00
Per linear foot, if paved within 3 year	$22.00
Per linear foot, if paved within 4 year	$16.00
Per linear foot, if paved within 5 year	$10.00
Road closing to traffic:	
Per hour, first 24 hours	$5.00
Per day, each additional day	$40.00
Right-of-way occupancy:	
First 24 hours	$80.00
Per day, each additional day	$10.00
Special inspections, per hour	$25.00
Oversize or overweight loads, per day	$500.00
Sidewalk and curb construction or replacement, each 50 feet	$50.00
Petition to Open or Vacate Streets:	
Filing Fee	$575.00
Professional Services fee, per hour	$220.00

W. Telecommunications

Wireless communication facilities.	
Application fee per each facility in a right-of-way	$330.00
Per each other wireless communication facility	$650.00
Annual right-of-way (ROW) use fee	$190.00
Annual fee per authorized attachment to any single Township structure in the ROW	$275.00
Rental fees for attachment to Township structures outside of a ROW are negotiable, but not less than market rates	
Professional services escrow deposit	$2,500.00

X. Zoning Hearing Board Applications & Appeals

Residential variances, appeals or special exceptions	$550.00
Nonresidential accessory signs or other accessory structures	$700.00
Subdivision related variances & new construction	$700.00
All other applications and/or appeals	$2,000.00

Y. Finance

Lien Service Fee, covers filing & satisfaction	$125.00
Revival of lapsed lien (20 year life)	$100.00
Interest rate of liens	10%, annual
Tax Certification, per year	$5.00
Tax Certification rush service (if needed in less than 2 working days), additional flat fee	$10.00
Returned check charge	$35.00
Finance charge on all unpaid invoices over 60 days	15%, annual
Duplicate tax bill fee	$2.00

Z. Delinquent Sewer and Trash

If a long-standing sewer and/or trash account is assigned to special counsel for collection, the property owner will be subject to the following fees and charges. Additionally, there shall be added to the below amounts any reasonable out-of-pocket expenses of counsel in connection with each of these services, as itemized in the applicable counsel bills, which shall be deemed to be part of the fees.

Verify data, setup and open file, prepare and send demand letter	Legal Fees - $160.00
Prepare and file Write of Scire Facias; related bookkeeping	Legal Fees - $250.00
Court Fees	according to Delaware County fee schedule in effect
Sheriff Fees	Varies
Prepare and mail correspondence per Pa. RCP 237.1	Legal Fees - $30.00
Prepare and file Default Judgment; related bookkeeping	Legal Fees - $175.00
Court Fees	according to Delaware County fee schedule in effect
Prepare and file Wirt of Execution for Sheriff Sale	Legal Fees - $800.00
Court Fees	according to Delaware County fee schedule in effect
Sheriff Fees	Varies
Administrative Fees for Payment Schedule:	
Three months or less	$25.00
More than three months	$50.00
Calculation of Payoff Figures on Delinquent Accounts assigned for collection	$25.00

AA.	Hearing before the Board of Commissioners	
	Conditional Use	$1,500.00
	Validity Challenges/Curative Amendments	$2,000.00
	Change of Zoning Classification	$2,500.00
	Inter-municipal transfer of liquor license application	$1,500.00
BB.	Miscellaneous Fees	
	Record request and reproduction for subpoena or testimony:	
	Document search – hourly rate	$25.00
	Witness Appearance (in additional to record fees):	
	First 3 hours, including travel	$150.00
	Additional hour or portion thereof	$25.00
	Mileage	Current IRS rate
	Professional Assistance/Special Events	
	Township Medic w/Township ALS vehicle - hourly rate	$110.00
	Narberth EMS Assistance w/Narberth Ambulance –	Narberth stated rates
CC.	Parking Fees	
	Meter/Kiosk Parking (per 30 minutes)	$.25
	Convenience fee (for meter/fine credit card transaction)	$2.50
	Parking lot hang tags (quarterly)	$90.00
	Parking meter violation	$15.00
	Parking meter violation (after 5 days)	$20.00
	Parking Card (initial issuance or replacement card)	$5.00
	Parking Card (initial issuance) for Township senior citizens age 65 or over	waived
	Parking Card (time loaded) for Township senior citizens age 65 or over	2x credit
	Charging at electric vehicle station	
	(per hour, while charging)	$1.00
	(per hour, if still connected 30 minutes after charge is complete)	$2.00
DD.	Shade Tree Care	
	Tree Permit (new plantings)	waived
	Tree Permit (removal, pruning, spraying)	$75.00
	Payment in Lieu of Planting (per tree)	$250.00
	Appeal of denial	$500.00

RESOLVED, THIS 12th day of October, 2021.

TOWNSHIP OF HAVERFORD

_____
Gerard Hart, MD
President, Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD

RESOLUTION NO. 2236-2021

A RESOLUTION UPDATING THE TOWNSHIP OF HAVERFORD 2008 CLIMATE ACTION PLAN

WHEREAS, the Board of Commissioners of the Township of Haverford, by adoption of Resolution 1683-2008 did develop a local Climate Action Plan for the reduction of greenhouse gas emissions within the Township in an effort to abate the adverse affects of such emissions on the environment; and

WHEREAS, the Board of Commissioners did further advance its efforts to inventory and evaluate the effectiveness and feasibility of measures and to update its plan by participating in the PA Department of Environmental Protection Local Climate Action Program in conjunction with ICLEI – Local Governments for Sustainability; and

WHEREAS, the Township staff worked in association with Temple University, municipal resident stakeholders, and the Township's Environmental Advisory Committee in the updating and development of a number of realistic and achievable goals and measures to affect reduced emissions; and

WHEREAS, the Township of Haverford Climate Action Plan, dated October 2021 is now presented to the Board of Commissioners for formal adoption as municipal policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the aforesaid Climate Action Plan, is hereby adopted and directs the Township Manager to commence implementation of the measures contained herewith.

RESOLVED, THIS 12th day of October, 2021.

TOWNSHIP OF HAVERFORD

_____

Gerard T. Hart
President, Board of Commissioners

Attest: _____

David R. Burman
Township Manager/Secretary

Haverford Township

Climate Action Plan

Local Actions and Goals to Reduce Haverford Township's Greenhouse Gas Emissions and to Prepare the Township for the Impacts of Climate Change

Approved by Haverford Township Board of Commissioners
[Date Approved: TBD]

Credits and Acknowledgments

Local Government Officials and Staff

- Commissioner Gerard T. Hart, Ward 8, President
- Commissioner Conor Quinn, Ward 7, Vice President
- Commissioner Stephen D'Emilio, Ward 1
- Commissioner Mario A. Oliva, Ward 2
- Commissioner Kevin McCloskey, Ward 3
- Commissioner Daniel J. Siegel, Ward 4
- Commissioner Bernard McCabe, Ward 5
- Commissioner C. Lawrence Holmes, Ward 6
- Commissioner William F. Wechsler, Ward 9
- David R. Burman, Township Manager
- Aimee M. Cuthbertson, Assistant Township Manager

External Agencies and Partners

- Jada Ackley, Temple University
- Heidi Kunka, Energy Program Specialist, PA Department of Environmental Protection
- Jesse Carpentier, Program Officer, ICLEI – Local Governments for Sustainability
- Adam Beam, Research Analyst, Delaware Valley Regional Planning Commission

Task Force/Resident Contributors

- Peter Puglionesi, EAC Co-Chairperson
- Joy Baxter, EAC Co-Chairperson
- Noel Smyth, Jr, EAC Climate Action Subcommittee
- Melisa Romano, EAC Climate Action Subcommittee
- Steven Clark, EAC Climate Action Subcommittee
- Robert Graff, EAC Climate Action Subcommittee

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Executive Summary

With seasonal variations and catastrophic natural disasters becoming more intense and frequent, climate change threatens the health, safety, and overall well-being of communities across the globe. The Commonwealth of Pennsylvania and Haverford Township are no exception. The Township recognizes a growing need to address its own contribution to climate change, as well as to adapt to the impacts that will occur and be exacerbated by the changing climate. This Climate Action Plan includes a community-wide inventory of Haverford Township's greenhouse gas (GHGs) emissions, establishes emissions reduction targets and outlines feasible actions to achieve those targets. In addition, the Plan identifies ways in which GHG reduction actions can further the Township's ability to adapt to the present and future impacts of climate change.

Haverford Township has long demonstrated its commitment to community health, safety, prosperity and sustainability. The Township collaborated previously with ICLEI, an international membership association of local governments dedicated to addressing climate change in their jurisdictions, in 2007 to create its initial Climate Action Plan, which established the Township's initial community wide GHG reduction goals with the target year of 2020, while also enhancing community livability and mitigating the potential future impacts of a changing climate. As the target year approached and scientific findings pointed to a need for **more stringent global emissions reduction targets**, the Township stepped up and further strengthened its efforts in 2018 by the **unanimous passing of Resolution No. 2104-2018** by the Board of Commissioners which acknowledged the requirement for more comprehensive long-term reduction goals in order to meet consensus state and global reduction goals, thus Haverford Township set GHG reduction targets adopted by leading municipalities and cities to transition to 100% clean and renewable energy community-wide.

To effectively address GHG emissions, it is imperative to know the sources of these emissions. The objectives and actions within this plan are informed by the Delaware Valley Regional Planning Commission's most recent Regional Energy Use and Greenhouse Gas Emissions Inventory, which occur every 5 years. The 2018 inventory revealed that Haverford Township produced over 360,000 Metric Tons of GHG Emissions in 2018, with the lion's share emitted from Residential Energy use (46%), followed by Transportation and Mobile Sources (28%), Commercial Energy use (20%), Solid Waste (4.8%), Process and Fugitive Emissions (0.8%) and lastly, Water and Wastewater (0.4%). This data provides opportunities to productively address the emissions within the community.

In 2018 the Township transitioned its municipal electricity contract to 100% nuclear energy, eliminating GHG emissions from the municipal operations sector, a switch catalyzed by Resolution No. 2104-2018. The primary challenges remaining to meeting the goals of **100% clean renewable electricity by 2035** and **100% renewable energy for heat and transportation by 2050** as set by the Resolution lies within the Residential, Transportation and Commercial sectors. It is evident significant strides must be made in engaging community members and businesses to participate in GHG emissions reduction strategies. Haverford Township's success in reducing emission from municipal operations has demonstrated its leadership in emissions reduction and meeting rigorous future goals; however, it will require the widespread participation of all other sectors to meet the reduction targets outlined in this plan, and those set in the Commonwealth of Pennsylvania's 2018 Climate Action Plan, as well as the global targets set by the Paris Climate Accord and recommended by climate scientists. This plan recognizes the need for State and Federal legislation to promote wider community action and changes in the mix of regional energy supply. This plan will be updated to reflect changes in legislation and local energy practices.

Introduction

Climate change is the greatest environmental challenge of the 21st century, with overwhelming evidence in the past decade. It poses a serious threat not just to Haverford Township's natural resources, but also to our jobs and our health. Climate action also presents huge opportunities for creating a healthier, safer, and more equitable zero-carbon world. Haverford Township has an unparalleled opportunity to make changes in ways that create jobs and benefit all residents. Scientists expect that with the current trends in fossil fuel use, Americans may see more intense heat waves, droughts, rainstorms, floods, wildfires and landslides in the future. These impacts could drag down our economy, stress our natural resources and worsen inequities facing many Americans. Action is required at all levels, and local governments have a unique role to play in building low-carbon communities. In Pennsylvania, temperatures have increased by more than 1.8°F since the early 20th century and are expected to increase by an additional 5.4°F by 2050. Similarly, annual precipitation in Pennsylvania has increased by approximately 10% since the early 20th century and is expected to increase by another 8% by 2050, with a 14% increase during the winter season (Shortle et al, 2015).

These impacts are caused by the accumulation of greenhouse gas (GHG) such as carbon dioxide (CO_2) and methane (CH_4) in the atmosphere, primarily resulting from burning fossil fuels and land use changes. Although the natural greenhouse effect is needed to keep the earth warm, a human enhanced greenhouse effect with the rapid accumulation of GHG in the atmosphere leads to too much heat and radiation being trapped. Carbon emissions from human activities have continued to rise in recent decades, reaching the highest rates in human history between 2000 and 2010 (Intergovernmental Panel on Climate Change (IPCC, 2014). About half of all carbon dioxide emitted between 1750 and 2010 occurred in the last 40 years. The energy, industry and transportation sectors have dominated the rise in emissions. In Pennsylvania, the sectors responsible for the most GHG emissions are industrial at 31%, electricity production at 30%, and transportation at 23% (Pennsylvania Department of Environmental Protection (PA DEP, 2019). With the current trajectory of population growth, urbanization, and reliance on personal vehicles, emissions will only continue to rise. Given the critical impacts of climate change on humanity, the time to act to reduce GHG and our carbon footprint is now.

In addition to national and state efforts to make systemic changes that will reduce global emissions, local governments can play a powerful role in addressing climate change. The design of American communities—how we use our land, how we design our buildings, how we get around—greatly impacts the amount of energy we use and the volume of GHG emissions we produce. It is critical that communities like Haverford Township demonstrate that it is possible to dramatically reduce GHG emissions while creating more vibrant and prosperous places to live and do business.

Statewide Climate Action

In 2008, the Pennsylvania Climate Change Act was passed which requires the Department of Environmental Protection (DEP) to (1) develop an inventory of GHG emissions and update it annually; (2) administer a Climate Change Advisory Committee; (3) set up a voluntary registry of GHG emissions; and (4) prepare a Climate Change Action Plan and Climate Impacts Assessment, both to be updated once every three years. The most recent Climate Impacts Assessment was updated in 2021, and the most recent Climate Action Plan, as well as greenhouse gas inventory, were released in 2019. These documents offer information and guidance for local climate action planning in the Commonwealth. The Climate Impacts Assessment provides a scientific basis for potential statewide impacts of global climate change, which can be used alongside available local data to inform community adaptation efforts. The PA Climate Action

Plan summarizes statewide greenhouse gas emissions, sets an emissions reduction target, and describes potential mitigation and adaptation actions for residents and businesses, as well as local and state government. The reduction targets are 26% by 2025 and 80% by 2050 from 2005 levels, consistent with an executive order signed by Governor Wolf in 2019 (PA DEP, 2019). To ensure consistency with the PA Climate Action Plan, Haverford Township's reduction targets meets statewide targets.

Local and Regional Climate Policy

The Delaware Valley Regional Planning Commission's "Long-Range Plan" contains strategies and actions supportive of a 60% reduction in regional greenhouse gas emissions by 2040, putting the region on track to achieve the latest scientific recommendation of an 80% reduction in GHG emissions by 2050. These targets are informed by the GHG reductions necessary to keep the impacts of global climate change within an acceptable range. This is supportive of the Township's reduction targets and positions the Township as a leader in emissions reduction and sustainability in the region.

Purpose and Scope of the Climate Action Plan

Haverford Township is joining an increasing number of local governments committed to addressing climate change at the local level, in particular through the goals established in Resolution No. 2104-2018 as well as its participation in the Sierra Club's "Ready For 100" initiative which supports local communities' transition to 100% renewable energy and the "Sustainable PA Communities Certification" the Township has achieved.

Haverford Township recognizes the risk that climate change poses to its residents and businesses and is acting now to reduce the GHG emissions of the community at-large through the actions detailed in this Climate Action Plan. Furthermore, it is recognized that Haverford Township needs to address existing climate risks such as stormwater flooding to adapt its systems and infrastructure to new conditions. This Climate Action Plan takes advantage of common-sense approaches and cutting-edge policies that our local government is uniquely positioned to implement – actions that can reduce energy use and waste, create local jobs, improve air quality, preserve our local landscape and history, reduce risk to people and property, and in many other ways benefit Haverford Township for years to come.

Purpose

The Climate Action Plan is a framework for the development and implementation of actions that reduce Haverford Township's GHG emissions. The Plan provides guiding objectives and actions to realize Haverford Township's GHG reduction goals and implement climate adaptation measures. In addition to addressing mitigation concerns, the Climate Action Plan considers the vulnerability of Haverford Township to hazards that are and will continue to be exacerbated by climate change. The plan prioritizes GHG reduction measures that support climate adaptation and does not propose any actions that are maladaptive to foreseen climate change impacts.

Limitations and Need for Federal and State Action

This plan identifies local action and realistically assesses the effectiveness of local measures. All local plans must recognize the critical role of Federal and State actions beyond goal setting to include legislative action to create the incentives that will motivate businesses and the public to implement the measures that are needed to achieve the GHG reduction targets. These may include, but are not limited to: green technology infrastructure improvements, grey infrastructure mitigation and resiliency improvements; carbon pricing; community solar; building retrofit incentives; alternative vehicle incentives; etc. Updates to this plan will consider the effects of enacted Federal and State incentives and the new actions that may be appropriate in response.

Scope

This Plan covers objectives and actions for reducing GHG emissions resulting from local government and community-wide activities within Haverford Township. It addresses the major sources of emissions in Haverford Township and sets forth objectives and actions in the following 5 sectors that both the Township and community members can implement together to reduce greenhouse gas emissions:

- Residential Energy
- Commercial Energy
- Transportation and Mobile Sources
- Waste Management
- Water & Wastewater Management

The Plan creates a framework to document, coordinate, measure, and adapt efforts moving forward. In addition to listing actions, the Plan discusses how each action will be implemented via timelines, and financing.

Vision Statements and Objectives

1. Engage the community to achieve widespread participation in using clean, renewable electricity and building heating systems.
2. Transform our buildings into high-performing places to live, work, learn, and play.
3. Ensure the benefits of climate action are equitably distributed and empower historically underserved populations to participate in the process of transitioning to a carbon-free community
4. Transform Haverford Township into a community where people walk, use electric vehicles, bike, take public transit, or carpool for most trips in a safe, accessible, and affordable transportation network.
5. Transition towards a clean, carbon-free transportation system that improves health and livability for the Haverford Township community and assist to assist in minimizing global disruptions and impacts from climate change.
6. Make Haverford Township a leader in the region for using clean and local energy that comes from the sun, wind, or other innovative renewable technologies.
7. Understand potential climate-related risks and mitigate these risks while preparing our community for chronic and extreme weather events.

This Climate Action Plan offers a robust set of objectives and actions to address climate hazard vulnerabilities and assist the community in achieving the goals adopted by the Board of Commissioners in Resolution No. 2104-2018 in 2018. Each action and objective were created and reviewed by a group of stakeholders who considered local government and technological limitations, funding constraints, public support, feasibility of implementation, environmental justice considerations, and other barriers.

Resolution No. 2104-2018 established the following targets to maintain a vibrant, healthy, and safe community for future generations, while improving the quality of life for those who live here today:

2035: 100% Renewable Electricity Community-Wide

2050: 100% Renewable Energy Community Wide for Heating and Transportation

Co-Benefits of Climate Action

Greenhouse gas reduction and climate resilience are not the only beneficial outcomes of climate action plans. The following outcomes are referred to as "co-benefits," and they illustrate how taking action on climate change results in a more prosperous community.

1. Improving Public Health

Climate change mitigation activities, particularly those related to transportation, help to clean the air by reducing vehicle emissions and therefore improve public health. Mitigation activities help to engender a greater degree of choice for Haverford Township residents. More transit options combined with transit-oriented development practices make for a more vibrant, livable community with shorter commute times and more opportunities for active transport. This creates more connected and resilient neighborhoods.

2. Saving Money and Reducing Risk

In addition to addressing climate change, measures taken to reduce greenhouse gas emissions have other important benefits. The most obvious of these is the potential for significant cost savings. In FY 2019-2020, Haverford Township spent over $470,000 on energy to power buildings and fuel its vehicle fleet. Many of the measures in this plan pay for themselves quickly by reducing direct costs, such as fuel or energy used, and also indirect costs such as maintenance. For example, the Township spent approximately $1.8m retrofitting all 3,000+ streetlights to LED fixtures for an estimated **annual** savings of $180,000 in electrical and maintenance cost. Encouraging energy efficiency, public transit use, building improvements, and other measures will also result in lower energy and water bills for residents and employers as well.

Additionally, important to note is the cost of inaction; in 2018 PennDOT experienced "record breaking impacts from floods and landslides that cost over $125.7 million extra for infrastructure replacement in 2018 alone" (PA DEP PA Climate Change Impacts Assessment, April 2020). Acting now will also save on runaway costs on climate change, especially in the longer term. These costs range from infrastructure damage in extreme storms and pest control to industry losses, particularly for industries that depend on environmental conditions, such as winter sports.

3. Enhancing Resource Security

A key strategic side benefit of climate change mitigation activities is enhanced energy security through reduction in total demand. This will put less strain on the energy system as a whole as we transition to clean renewable energy. Similarly, demand shifts can help with improving water and food security as well. Many of the actions identified here to mitigate GHG emissions will also help Haverford Township's municipal operations, businesses, and residents adapt to a changing climate. For example, extreme and prolonged heat waves can put considerable strain on the reliability of energy delivery in peak periods, possibly leading to service disruption during times when cooling is most needed. By increasing efficiency across the Township, such service disruptions are less likely, and the community will be able to better cope with those situations. Similarly, climate actions can secure food and water sources and prevent damage and service disruptions to these systems from flooding and other extreme weather events.

4. Creating Jobs

Renewable energy is a growing sector. U.S. Department of Energy reports that sustainable tourism, green construction, and urban agriculture can provide job opportunities that didn't exist in the past. These climate protection measures can spur business and job growth during the design, manufacture, and installation of energy efficient technologies, which presents a particular opportunity to reinvest in the local economy and generate green jobs within Haverford Township.

5. Fostering Social Equity

Social equity and justice are major concerns for addressing climate change and were an integral consideration for this plan. Equity is when all individuals have access to the opportunities necessary to satisfy their essential needs, advance their well-being and achieve their full potential. Environmental justice ensures fair treatment and meaningful involvement in the development of laws, policies and regulations and the identification of issues impacting vulnerable communities. As detailed in the Appendices, Haverford Township's community-driven planning process generated solutions that will both address climate change and ensure a better quality of life for communities of color and low-income communities.

Haverford Township's GHG Emissions

Since the early 1990s, U.S. cities have developed community-wide and local government operations greenhouse gas (GHG) inventories based on accounting protocols created by ICLEI. Known as the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions and the Local Government Operations Protocol, these standards created a credible and defensible methodology which accelerated the number of inventories created and provides consistency within and across U.S. communities. In 2014, ICLEI partnered with the World Resources Institute and C40 Climate Leadership Group to create the Global Protocol for Community Scale GHG Emissions, which allows communities around the world to compare their emissions footprint.

Through the completion of Delaware Valley Regional Planning Commission's most recent Greenhouse Gas Inventory in 2018, the Township has determined emissions levels for the community as a whole. Community-wide emissions represent the sum total of emissions produced within Haverford Township limits as well as emissions resulting from electricity use within the jurisdiction, even if said electricity is generated elsewhere. In this way, the community-wide figures represent all emissions for which the community is responsible.

Haverford Township Community-Wide GHG Emissions

The following figure breaks down community-wide emissions in Haverford Township. Note that emissions from Township municipal operations are embedded within the community-wide totals; however, the municipal operations use clean electricity that does not contribute to energy use emissions. For example, emissions from government buildings are included in the "Commercial" sector and emissions from Haverford Township fleet vehicles are included in the "Transportation" figure above.

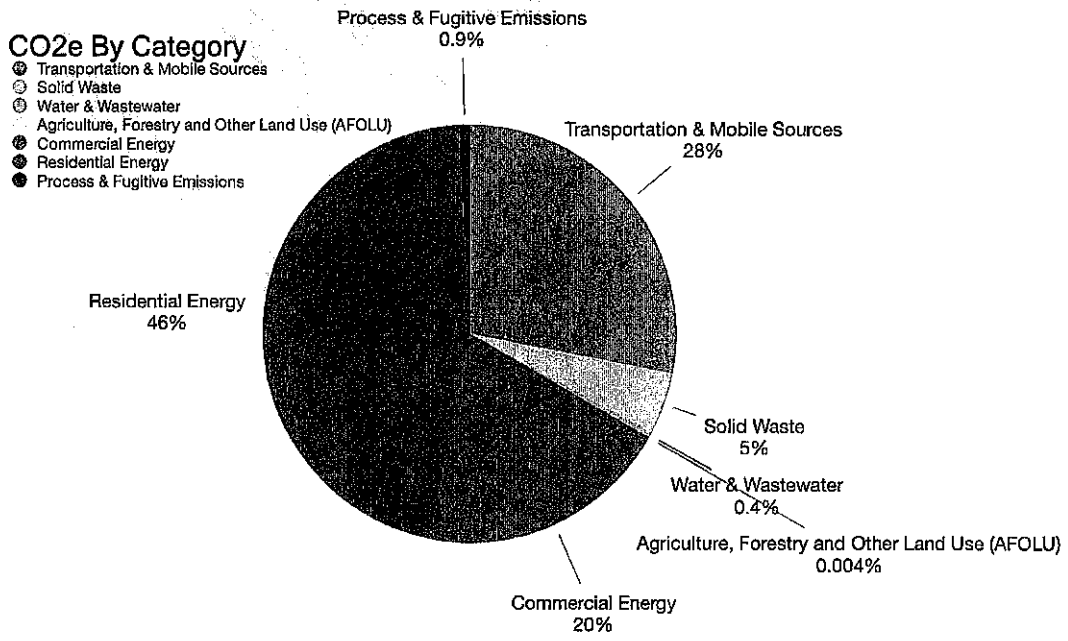


Figure 1: Haverford Township Community-Wide GHG Emissions

Forecasting Haverford Township's GHG Emissions

Haverford Township has also completed an emissions forecast based on projections of current data and expected future trends. This emissions forecast is the "Original" forecast (also known as a "Business As Usual" forecast), a scenario estimating future emissions levels if no further local action (i.e., projects within this Climate Action Plan) were to take place. The forecast indicates that, if we do not take action, GHG emissions will continue to increase.

Projected Growth in GHG Emissions

Figure 2 shows the projected growth in GHG emissions in Haverford Township from 2015 to 2050 For complete information regarding the emissions inventory and forecast, including methodology and supporting data, please reference accompanying document "Haverford Township Climate Action Plan: Appendices".

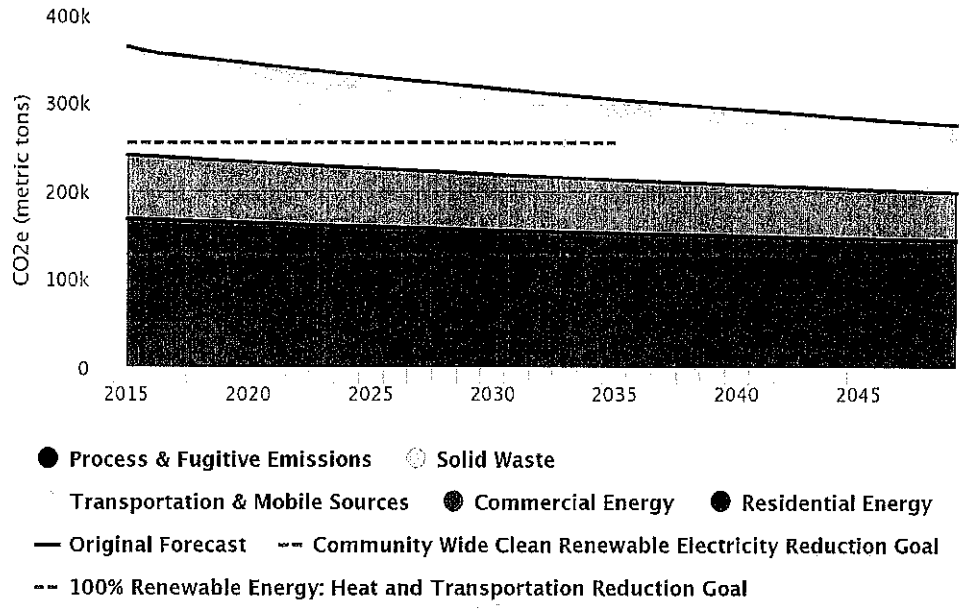


Figure 2: Projected "Business as Usual" Growth in GHG Emissions from 2015 to 2050

Haverford Township's GHG Reduction Targets

Haverford Township has set targets to reduce 100% of its GHG emissions from community-wide electricity by 2035, and to reduce 100% of its GHG emissions from heating and transportation by 2050. Figure 4 compares the reduction target with the business-as-usual forecast. The combination of measures that Haverford Township has already implemented, are currently planned, and are presented through this Climate Action Plan are designed to help achieve the 2035 and 2050 targets. Reductions in 2035 and 2050 rely on the best information currently available pertaining to population forecasts, future changes to building codes, and vehicle fuel efficiency standards among other information.

Haverford Township's reduction target is both consistent and progressive to the statewide target of 26% reduction by 2025 and 80% by 2050 from 2005 levels, as it exceeds its local percentage of the total emissions reduction needed in order to achieve that target.

The Haverford Township Climate Action Plan

While a local government cannot address climate change by itself, government policies and practices can dramatically reduce greenhouse gas emissions from a range of sources and help prepare Haverford Township for the anticipated impacts of climate change. In addition, the Township will assist residents and businesses in their endeavors to reduce emissions through programs explained in this Plan. By working together, Haverford Township can not only do its part toward achieving a stable climate - but we can also reap the benefits of healthier air, lower costs for utilities and services, improved transportation and accessibility, a more vibrant local economy, and many other positive side effects of reducing our carbon footprint.

Taking Action

In the following sections, a series of objectives with supporting actions are explored for each emissions sector. An "Objective" is a goal, end result, or target, and an "Action" is a means of realizing the objective. Each sector draws on the actions of the local government, residents, and businesses, although some areas may be largely one or the other.

Emissions Reduction Potential

Calculating expected emissions reductions for each objective and action requires making assumptions about the degree of implementation, technology, and individual behavioral changes several years into the future. The uncertainty associated with these assumptions makes it difficult to assign exact reduction totals to each objective or action. To address this uncertainty and provide a simple but useful reference for reduction potential percentage ranges has been devised to represent the emission reductions associated with each objective and its actions as currently some actions are not necessarily quantifiable. Scale minimal, medium, significant, exact estimates when applicable, some actions while necessary cannot be quantified

Symbol	GHG Reduction
	Small Impact Range
	Moderate Impact Range
	Significant Impact Range

Evaluating Co-Benefits

In addition to measuring the GHG reduction potential, each objective and action is also evaluated for other benefits such as public health, equity and justice, jobs and prosperity, and environmental conservation. Co-benefits for each objective and action have been identified where applicable.

Climate Adaptation

Some of the proposed actions reduce risk to climate hazards as well as greenhouse gas emissions. This Plan does not propose any actions that would foreseeably increase the community's risk to climate hazards, but some actions are more directly supportive of climate adaptation than others. The "Climate Adaptation" section describes climate hazards and related actions in more detail.

Schedule

The proposed actions each vary in implementation timeline. The following classifications are given to each action as to demonstrate how it supports and aligns with the 2035 and 2050 targets.

Continuous: Implemented with regularity as needed from start date to target years
Immediate: Implemented within 5 years
Short-term: Implemented before 2035
Long-term: Implemented before 2050

Residential Energy

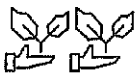
Energy consumed in residential buildings accounts for **46%** of Haverford Township's total GHG emissions, the largest contributor of emissions across all sectors. The following objectives and actions seek to aggressively engage the community and provide resources to enlist large-scale residential participation in this emissions reduction effort as it is imperative to achieving the reduction targets. The following actions acknowledges the limitations of local government and the need for further legislative support from state and federal government to make achieving 100% clean renewable electricity community-wide easier. It also recognizes that achieving these goals will take a united community-wide effort. Simultaneously, the Township has immense opportunity to move rigorously towards those targets by improving the efficiency of residential building stock, creating greater internal capacity for regular community engagement focused on increasing residential participation in renewable energy and encouraging sustainable behaviors to ensure low-carbon future development.

Objective 1: Improve Energy Efficiency in Residential Building stock

Action 1	**Implement "Green Point" system**
Action Item(s)	1. Applicants for building permits for new construction, additions, or remodeling may apply for "Green Points" to reduce the cost of permit fees in accordance with the established "Green Building Incentive Program" a. Green Point System model example
Reduction Potential	
Co-Benefits	Ensures energy efficiency and water efficiency for utility savings Improved indoor environmental quality and waste reduction Operations and maintenance optimization
Schedule	Short-term; *continuous*
Estimated Cost	$62,500 per year *If 10% discount on permits*

Action 2	**Increase community residential energy consumption and emissions awareness outreach and education**
Action Item(s)	1. Create schedule for rotating PSA's, infographics and signage for Township cable channel, podcasts, and signage in high traffic areas on: a. Basic behavioral changes using "Energy Vampire" as a design theme (i.e., turn water off while brushing teeth, unplug countertop appliances when not in use, washing laundry in cold water, etc.) b. Opting for renewable electricity versus fossil fuels c. "Warm Weather Wednesdays" by encouraging no-cooking on Wednesdays during the

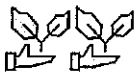
	warmer weather months and instead having salads, outdoor grilling, etc. 2. Produce community public service video on weatherization and co-benefits of improved insulation efforts 3. Promote PECO Energy Efficiency programs, home energy audits, etc. a. Promote PECO rebate resources in addition to federal tax rebates 4. Facilitate workshops on sustainable home landscaping techniques and practices a. Encourage native plants/change from monoculture grass lawn to more diverse plantings. b. Encourage the use of non-toxic pesticides and fertilizers c. May require changes to the 8" front yard mowing requirement.
Reduction Potential	
Co-Benefits	Enhanced community health and climate resilience
Schedule	Short-term; *continuous*
Estimated Cost	1. $2,500 PR expenses per year, 2. $2,500, 3. $2,500, 4. $2,500

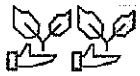
Action 3	**Create internal township weatherization program with Community Action Agency of Delaware County**
Action Item(s)	1. Investigate opportunities to work with CAADC for a discounted/income scaled weatherization program for eligible residents a. Set goals for number of homes to address per year
Reduction Potential	
Co-Benefits	Increased utilities savings
Schedule	Immediate & Short-term; *continuous*
Estimated Cost	$25,000 Proposed Township funding to CAADC maximum

Action 4	**Expand residential tree canopy**
Action Item(s)	1. Expand Shade Tree Commission Tree Giveaway promotions to 400 trees per year using native tree species a. Increase by 25 trees annually 2. Execute comprehensive street tree survey to increase percent of shaded sidewalks a. Use temperature maps to target least covered corridors and areas with highest average temperatures within the Township as a part of a strategic effort to deter AC system use, sequester carbon, and mitigate stormwater flooding 3. Require that trees planted are native and suitable for the climate expected over life of the tree
Reduction Potential	

Co-Benefits	Increased tree canopy mitigates felt impacts of high temperature days, can reduce reliance on AC systems as well as mitigate stormwater flooding and sequester carbon
Schedule	Immediate & Short-term; *continuous*
Estimated Cost	$1,250 – (2022) *(Bare Root Tree: $50 per Tree)*, and incremental increases over 8 years

Objective 2: Increase participation in residential renewable, clean energy and electricity (i.e., Solarize DelCo, grid switches) by 2035

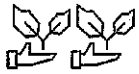
Action 1	**Set solar rooftop installation goals**
Action Item(s)	1. Set Installation goals for rooftop solar on eligible properties to increase by 10% by 2035 a. To increase by 25% of eligible properties by 2050 2. Create public website with interactive map database that shows # of solar projects and solarized/renewable grid switched homes within the Township.
Reduction Potential	
Co-Benefits	Potential net-metering opportunities for eligible properties
Schedule	Short-term, Long-term; *continuous*
Estimated Cost	$2,000 for website/database implementation

Action 2	**Increase outreach and PR for residential participation in renewable energy programs**
Action Item(s)	1. Promote Solarize DelCo, MakeBenProud a. Increase visibility and awareness through targeted information campaigns and outreach b. Target high density residential blocks and roads 2. Promote additional buy-in programs and solar eligibility assessments
Reduction Potential	
Co-Benefits	Contribute to local economy
Schedule	Short-term; continuous
Estimated Cost	$2,500 PR expenses per year

Transportation

Transportation accounts for **28%** of Haverford Township's total GHG emissions. Emissions from transportation is a one of the most easily perceivable sources of pollution. Besides emitting greenhouse gases, transportation from fossil fuels also produces a host of criteria air pollutants when combusted, reducing local air quality and affecting our health. This chapter focuses on programs and policies to reduce emissions from transportation and includes design-oriented approaches as well as expansion of alternate modes such as walking, biking, or public transportation to and from the most common destinations in Haverford Township.

Objective 1: Increase Quantity of Electric-Powered Vehicles Registered in Haverford Township to 30% by 2035

Action 1	**Increase community education and infrastructure for electric vehicles (EV)**
Action Item(s)	1. Install additional public dual port EV charging stations a. Survey to determine high density locations b. Review permitting process for installing EV home charging to ensure its ease of implementation 2. Recommend Township allow installing EV charging stations as permitted use in all zoning areas 3. Increase Outreach Campaigns on co-benefits of EV's a. PSA on prevalence of EV charging stations in Township b. PSA on connection between climate action goals and residential EV participation
Reduction Potential	
Co-Benefits	EV's can reduce air pollutants in immediate area that contribute to climate change and smog
Schedule	1. Short-term, 2. Short-term; *immediate, continuous*
Estimated Cost	1. $32,000, 2. N/A 3. $1000

Objective 2: Decrease Gallons of Gasoline and Diesel Fuel Used by Vehicles Registered in Haverford Township by 30% by 2035

Action 1	**Township to create and encourage "soft" infrastructure that supports decreased time spent on road through communications outreach**
Action Item(s)	1. Encourage employers to consider reducing mid-day break periods a. Counter with a later start or earlier end of day b. Discourages employees from using break time for additional errands, going home at lunch, etc. – thus eliminating additional trips. c. Advise employers to communicate with employees to gauge support first 2. Encourage employers to continue limited "Work at Home" rotations a. Reducing energy consumed at the office and transportation energy by eliminating the commute. 3. PSA: residents to meal plan for 1x per week grocery trips (also eliminating food waste).

	4. Encourage employers to have a "Walk to Work" day each week. a. Between 5-10% of Haverford Township residents live and work within the Township b. Emphasize co-benefits between personal health and transportation emissions reduction (exercise, air quality etc.) 5. Communicate with shopping center business owners to determine feasibility of reserved space in parking lots for transit or carpool parking a. Kohl's parking lot, Manoa Shopping Center parking lot b. Identifiable with parking passes
Reduction Potential	
Co-Benefits	**Increased incentives to walk can improve public heath by offering a passive form of exercise**
Schedule	Short-term; *continuous*
Estimated Cost	$2,500 PR expenses per year

Action 2	**Improve and create "hard" infrastructure that supports alternative, non-fuel intensive methods of transportation**
Action Item(s)	1. Increase bike lanes by 30% by 2035 a. Consider developing a "Strategic Bike Plan" that ensures bike paths are well connected to central points throughout the township i. Township to engage with PennDot for long term advance planning regarding street widening for formalized and dedicated bike lanes i.e., path from Haverford YMCA connecting to transit stops, shopping centers, etc. 2. Improve existing bike lanes a. Conduct spatial survey to see where lanes are needed to limit vehicle density b. Consider path connections between fitness and shopping centers 3. Include bicycle parking in Township's parking requirements for retail establishments 4. Increase number of dedicated bike racks in each district/commercial center 5. Township to engage with PA's Department of Health "Walk Works" program to organize walking paths throughout Township 6. Determine improvement goals for Township Walk Score and Bike Score a. Township to inventory areas without sidewalks and analyze possibility for installation of sidewalks in neighborhoods lacking them to increase walkability 7. Increase cover or install green roofs at five (5) busiest bus stops a. Increase cover or install green roofs at ten (10) bus stops more by 2035 8. Identify areas in Township without public sidewalks and look into feasibility of installing sidewalks to improve safe walkability
Reduction Potential	
Co-Benefits	Greater walkability and bike infrastructure can improve the health of residents in the Township through increased physical exercise and improved local air quality
Schedule	1 - 2. Long-term 3 - 7. Short-term; *continuous* 8. Long-term

Estimated Cost	1 - 2. $50,000 - $1,000,000+ **Potential Significant Investment* 3. N/A 4. 5. N/A 6. N/A 7. $30,000 - $50,000 8. TBD depending on quantity **Potential Significant Investment*

Objective 3: Replace 100% of Township Vehicles with Electric, Hybrid or Propane Power by 2050

Action 1	**Replace Township fleet only with alternative fuel vehicles thru 2050**
Action Item(s)	1. Annually increase Township budget to include cost to replace with hybrid, EV, or propane a. Re-apply for grants to offset replacement costs i.e., alternative fuel vehicle grants* 2. Install additional captive charging stations for increased inventory of Township vehicles
Reduction Potential	
Co-Benefits	Contribute to improved local air quality
Schedule	2. Short-term; *continuous* 3. Short-term
Estimated Cost	1. $50,000 annual cost differential estimate* 2. $30,000-$35,000 per station

**Please note that this may not necessarily require any increase in Township budget, as vehicle prices are continuing to decrease, grants are available, and fuel/maintenance savings are significant.*
Initial infrastructure investment will apply but will likely have long term offsetting savings, after 1-10 Twp. could see net capital outflow

Commercial Energy

Energy used in commercial buildings accounts for **20%** of Haverford Township's total GHG emissions. Similar to residential energy, engaging the commercial sector will be crucial to achieving the Township's goals. Improving the efficiency of our commercial building stock will contribute significantly to achieving Haverford Township's reduction targets, while saving commercial business owners money on utility bills where possible. This section focuses on opportunities to retrofit existing commercial buildings, increase the quality of new construction, and to ensure that future activities in these sectors are compatible with our community's climate protection goals.

Objective 1: Improve Energy Efficiency in Commercial Building Stock

Action 1	**Amend Township services and building codes to support reduced energy practices and buildings**
Action Item(s)	1. Expand Shade Tree Commission Program to include commercial properties a. Plant twenty-five (25) trees annually for commercial properties 2. Encourage involvement in "Green Point Systems" building practice discussed under Residential a. Green Point System model example 3. Adopt zoning regulations that require new buildings over 45-feet tall to be designed and built to earn ENERGY STAR or LEED certification. a. The zoning code should also require buildings to be annually benchmarked for the ENERGY STAR label.
Reduction Potential	
Co-Benefits	Tree shade will contribute to cooling and heat mitigation as well as local air quality.
Schedule	1. Immediate; *continuous* 2. Short-term; *continuous* 3. Long-term; *continuous*
Estimated Cost	1. 2022: $1,250; 2023: $1,300; 2024: $1,325; 2025: $1,350 = Total estimate = $5,225 2. TBD/minimal, 3. No cost

Objective 2: Encourage and Increase Outreach for Commercial Building Retrofit Projects and Participation in Renewable Energy Programs

Action 1	Increase communications with commercial sector to encourage reduced energy consumption and implement stronger energy saving practices
Action Item(s)	1. PR outreach to encourage businesses to turn off (or sleep mode) all computer equipment when closed 2. Encourage employers to continue limited "Work at Home" rotations a. Can reduce energy consumed at office and transportation emissions by eliminating the commute. 3. Engage with commercial sector to ensure business owners are aware of following programs to

	increase participation: a. C-PACE, Solar loan program, PA power switch, Energy-Efficient Commercial Buildings Tax Deduction, Make Ben Proud b. Emphasize and educate business owners on the importance of purchasing from suppliers with Green-e Certification and end of term rate increase possibility 4. For municipal operations, investigate participation in DVRPC Power Purchase Program.
Reduction Potential	
Co-Benefits	Mitigates impacts of higher temperature days, reduced reliance on AC systems, carbon sequestration potential, stormwater flood mitigation potential
Schedule	1. Immediate, *continuous* 2. Immediate, *continuous* 3. Immediate, *continuous* 4. Short-term, *continuous*
Estimated Cost	$2,500 PR expenses per year; 4. TBD

Waste, Composting, & Recycling

Emissions from waste contribute **4.8%** of Haverford Township's total GHG emissions and contribute to emissions in the Transportation sector via hauling of waste to and from facilities. Haverford Township's solid waste is disposed of primarily by incineration at the Covanta Delaware Valley Resource Recovery Facility in Chester, Delaware County, PA. The Covanta Delaware Valley Resource Recovery Facility incinerator is the largest source of Nitrogen Oxide (NOx) pollution in Chester and in all of Delaware County, it comes second to the Philadelphia International Airport. In addition to the environmental implications, the incinerator presents an ethical dilemma. The City of Chester, itself, contributes just 1.5% of the waste that is burned at the Covanta Incinerator, with 80% of the residences within a mile of Covanta being African American. The additional waste is sourced from wealthier suburban areas within Delaware County, Philadelphia, and New York. This leaves Chester residents to experience the health consequences associated with air pollution. Such pollution has contributed to significant poor health outcomes in the community, with children in Chester being three times more likely than the state average to be hospitalized due to asthma. The burning of waste has been linked to toxins that contribute to cancers, birth defects and learning disabilities. For both its emissions and environmental justice impacts, it is in Haverford Township's long-term interest to reduce waste at its source, expand recycling facilities, reduce food waste, enable re-use of materials, and explore alternative waste management providers. This section focuses on opportunities to reduce waste, reuse materials, and recycle what cannot be reused.

Objective 1: Reduce Waste Generated Community-Wide by 20% by 2035

Action 1	**Reduce waste that enters the trash stream by 20% from 2020-2021 levels.**
Action Item(s)	1. Instate "Zero Organic Waste Policy" at Township facilities a. Cease purchase and use of single use plastics at Township facilities in tandem 2. Instate "Pay as you Throw" program to reduce consumption 3. Sell "Reduced Consumption" cans to residents a. 30 gal. barrels b. Incentivized by a reduced waste collection fee, Lower Merion example 4. Institute compost program through weekly collection or drop-off service sponsored, either in whole or in part, by the Township a. Expand education to engage community to do their own onsite composting b. Schedule composting demonstrations during public meetings c. Encourage residents to meal plan to eliminate food waste 5. Utilize the EPA's WARM tool to track emissions from waste streams a. Commit to annual comprehensive evaluations of waste streams 6. Incorporate eco-centric program offerings with Parks & Rec that dissuade wasteful behavior a. Instate the "Eco-Brick project" at recreational facilities
Reduction Potential	
Co-Benefits	Decreased trash truck emissions will contribute to improved air quality
Schedule	1. Immediate; *continuous* 2. Short-term; *continuous* 3. Long-term; *continuous* 4. Short-term; *continuous* 5. Short-term; *continuous* 6. Short-term; *continuous*

Estimated Cost	1. Approx. $250 cost savings per year, 2. TBD, 3. TBD, 4. TBD, offset by savings from reduced tonnage, 5. TBD/minimal 6. Minimal

Objective 2: Increase Recycling and Composting Opportunities & Efforts within Township

Action 1	**Increase community outreach/opportunities on recycling and composting to residents**
Action Item(s)	1. Produce podcasts on recycling and composting 2. Township to underwrite three (3) additional E-Waste event each year a. Four (4) quarterly events in total i. Two (2) events dedicated to bulk items; two (2) events to smaller items ii. Investigate feasibility of pre-pay program for heavier bulk items iii. Allow "drop off option" during weeks leading up to event to increase participation b. Ensure proper AC refrigerant recycling 3. Promote and schedule "Ward-Centric" Free-Cycle days a. Instate Township wide quarterly "Giveaway Days" where residents can put out gently used goods for others to take 4. Promote & expand 'niche' recycling programs a. Friends of EAC recycling drop off program through Teracycle & Haverford Township Reduce Reuse Recycle 5. Create a "Tool Library" at Township building or "Free Store" 6. Publicize and promote neighbor to neighbor reuse & repurpose through free online "yard sale" sites
Reduction Potential	
Co-Benefits	Reduces need for new resources and consumption, low emissions due to proximity of acquiring from nearby neighbors
Schedule	1. Immediate; *continuous* 2. Short-term; *continuous* 3. Immediate; *continuous* 4. Immediate; *continuous* 5. Short-term; *continuous* 6. Immediate; *continuous*
Estimated Cost	1. $1,000 PR expense, 2. $10,000 per event 3. $1,000 PR expense 4. $1,000 PR expense 5. Personnel and Shed expenses TBD; 6. $1,000 PR expense

Objective 3: Encourage Delaware County Council and the Delaware County Solid Waste Authority to Explore Environmentally Conscious Policies and Contract Terms with its Incinerator Providers

Action 1	Establish educational campaign
Action Item(s)	Engage community in information campaigns that inform resident on where their waste goes upon leaving Township, how it is manage and disposed of, and impacts of waste management and incinerator specifically in the City of Chester where the Covanta plant resides

Reduction Potential	
Co-Benefits	Increased awareness on ill effects of waste incineration for the City of Chester may encourage behaviors to reduce household waste and encourage local governments to investigate waste disposal alternatives
Schedule	Immediate*; continuous*
Estimated Cost	$2,500 PR expenses per year

Water & Wastewater Management

Energy used in Water and Wastewater Management accounts for **.4%** of Haverford Township's total GHG emissions. While minimal compared to other sectors, the way in which potable water, wastewater and storm water move through the community is an important consideration not only for emissions reductions but climate adaptation, as increased precipitation and frequent intense storms systems are projected to impact the Township.

Objective: Mitigate Ground Pollutants from Entering Water Stream and Mitigate Stormwater Flooding

Action Item(s)	1. Township to invest in new and expanded green stormwater infrastructure projects a. Conduct spatial survey to determine most vulnerable, flood prone areas 2. Investigate green roof construction on eligible municipal buildings 3. Increase % of permeable surfaces on Township buildings and properties a. When surfaces are eligible to be replaced b. Amend residential building code to encourage replacement of driveway and other hard surfaces with permeable materials c. Reduce permit fees for permeable pavement, de-paving or green stormwater infrastructure projects 4. Increase onsite management of stormwater a. Enact a 'Stormwater fee' based on impervious area b. Lower the thresholds for mitigation to 600 square feet cumulative new impervious and require whole property mitigation when the threshold is exceeded 5. Recommend changing regulations as to size of gutters and downspouts to mitigate backups during extreme events 6. Campaign to encourage residents to install sewer vent extensions OR Township buys in bulk and residents install themselves 7. Create information campaigns on the connection between dumping detergents, personal care products etc. derived from petroleum down the drain and wastewater treatment plant emissions
Reduction Potential	
Co-Benefits	Green roofs can act as a water catchment measure to mitigate stormwater flooding events while reducing reliance on cooling systems for the structure
Schedule	1. Short-term/long-term; *continuous* 2. Long-term 3. Long-term, 4. Short-term/Long-term; *continuous* 5. Immediate; *continuous* 6. Immediate/Short-term; *continuous* 7. Immediate; *continuous*
Estimated Cost	1. $5,000 - TBD 2. $50,000 - $1,000,000+ **Potential Significant Investment* 3. $5,000 + $1,000,000+ **Potential Significant Investment* 4. TBD, 5. N/A 6. $2,500 PR expenses per year/TBD depending on quantity 7. $2,500 PR expenses

Climate Change Adaptation

This section provides a high-level assessment of potential climate impacts and highlights the proposed greenhouse gas reduction actions simultaneously supportive of climate adaptation for each type of hazard. For the most local and accurate assessment Haverford Township referenced the PA Department of Environmental Protection's "2021 Pennsylvania Climate Impacts Assessment" to identify likely changes from today through 2050. The following sections discuss the top climate hazards according to those projections. For more information about the science behind climate change, see dedicated "Climate Change Science" in the appendix.

Anticipated Climate Impacts

Over the last 110 years, the Commonwealth of Pennsylvania has experienced a long-term warming of more than 1.8°F, as well as an increasing number of wet months. The warming and wetting trend is expected to continue at an accelerated rate, especially if the world continues on its current path of greenhouse gas emissions. Under this scenario, Pennsylvania will be about 5.4°F warmer than it was at the end of the 20th century, and the annual precipitation will increase about 8%. While the likelihood of meteorological drought is projected to decrease, months with above-average precipitation will continue to rise. These changes will have a variety of ecological, economic, and social impacts on the Commonwealth, particularly related to agriculture, energy, forests, human health, outdoor recreation, water, wetlands and aquatic ecosystems, and coastal resources (Shortle et al, 2015). **Haverford Township is likely to experience…**

Rising Temperatures & Increased Daily Averages

Extreme heat events will continue to increase and become more frequent. For example, temperatures are expected to reach at least 90°F on 37 days per year on average across the state, a 5 day increase from the baseline period. Days reaching temperatures above 95°F and 100°F will become more frequent as well. The following heat map indicates that average daily temperatures have been increasing and will continue to rise through 2090, which could impact agriculture, public health, and other sectors of the community. The southern corners of the state are projected to experience the highest temperatures in both the near and long term which will be felt in Haverford Township. Increasing temperatures will continue to alter the growing season and increase the number of days that people need to cool buildings and homes but will also decrease the number of days that people will need to use heating due to an overall temperature increase.

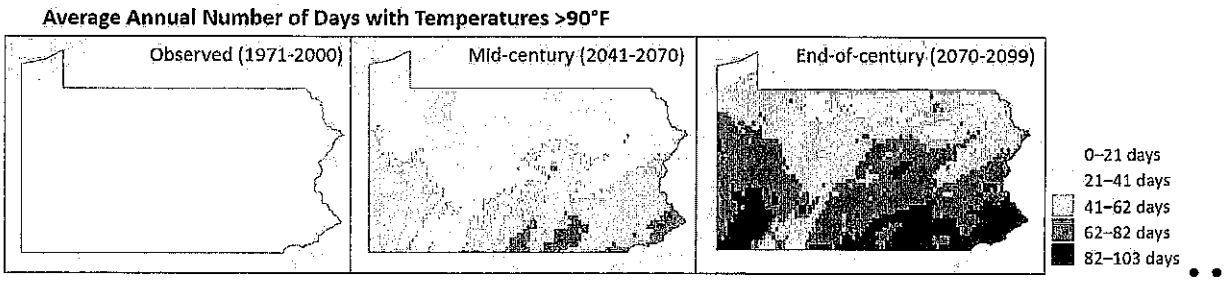


Figure 5: Average Daily Temperature Between 1950-2090 (PA DEP 2021 Climate Impacts Assessment)

Increased Precipitation and Heavy Rainfall Events

Haverford Township will also experience more total average rainfall that occurs in less frequent but heavier rain and storm events. These extreme rainfall events are projected to increase in magnitude, frequency, and intensity. These events are otherwise known as known as cloudbursts, are often responsible for flash flooding.

The Southeastern region of Pennsylvania will continue to experience the highest number of days with very heavy precipitation throughout the century, posing considerable impacts for Haverford Township's built environment if not addressed.

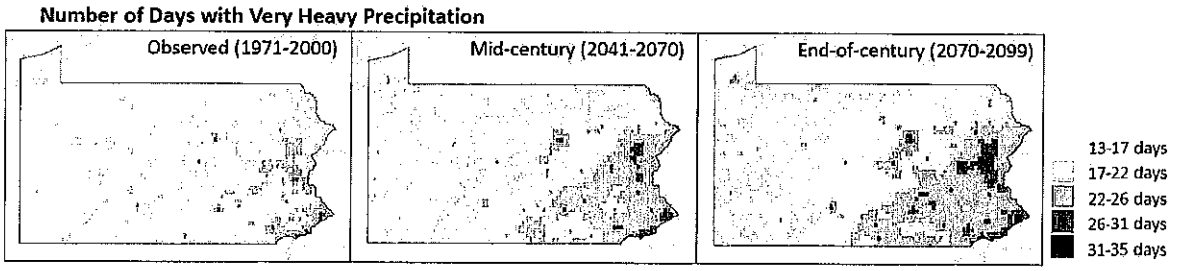


Figure 6: Average Daily Temperature Between 1950-2090 (PA DEP 2021 Climate Impacts Assessment)

Residents can also expect to see an increase in the number of cases of vector-borne diseases like Lyme Disease due to regional climate shifts making the area more suitable for pests such as ticks as well as other invasive species.

Adaptive Greenhouse Gas Reduction Measures

Some greenhouse gas reduction actions also reduce risk to climate hazards. The following are a few of many examples of how these outcomes can be related to one another:

- Actions that improve energy efficiency and distribute renewable energy can (1) reduce pressure on the grid when there is higher energy demand for heating and air conditioning during extreme heat events, and (2) increase energy independence for households and businesses, as opposed to complete reliance on centralized power infrastructure that could fail during a catastrophic event. These types of actions include, but are not limited to:
    - Energy-efficient, electrically heated building design for new construction, and retrofits for existing buildings (e.g., retrofits and weatherization)"
    - Onsite combined heat and power (CHP) a
    - Smart grid technologies
    - Community solar microgrids
- Actions that reduce impervious surfaces can reduce the potential for flooding by retaining stormwater in place. These types of actions include, but are not limited to:
    - Expanding or restoring green space
    - Installing green roofs, rain gardens, bioswales, pervious pavers, and other green infrastructure (as well as requiring them for future development)
- Installing green roofs and planting trees adjacent to buildings can regulate indoor temperatures during extreme heat events

- Expanding and protecting alternative transportation routes (bicycle, pedestrian, bus, and rail) provides network redundancies and alternative routes for emergency evacuation
- Water efficiency and conservation actions can (1) reduce pressure on the grid from energy used for pumping, treating, and distributing water, and (2) make the community less vulnerable to drought

Climate Equity

Climate equity was a core component of the planning process and will continue to be through implementation. Climate equity ensures the just distribution of the benefits of climate protection efforts and alleviates unequal burdens created by climate change. Implementation of this concept requires intentional policies and projects that simultaneously address the effects of and the systems that perpetuate both climate change and inequity. Under the status quo, however, not everyone is given the opportunity to participate and benefit. Communities of color and low-income populations have historically been under-served by programs and investments and under-represented in decision-making, including the development and implementation of climate policy. These frequently unintended but exclusionary processes can maintain or exacerbate disparities in public health; food, energy, and housing security; air and water quality; economic prosperity, and overall quality of life.

Climate change is likely to amplify the impacts of these existing inequities. Residents of frontline communities which often include lower income neighborhoods, communities of color, immigrants, unhoused, outdoor workers, the very young, and the elderly will disproportionately bear the burdens of climate change impacts. In addition, the many economic and health benefits of carbon reduction investments are sometimes not shared equitably across a community, especially among people of color and low-income levels. Haverford Township is committed to determining where it can address these instances of environmental injustice as they may occur inside and those it may be contributing to outside of the Township.

Objective: Identify Instances of Environmental Justice and Exposure to Environmental Hazards Internally and those Potentially Exported to other Communities

Action Items:	1. Conduct an Environmental Justice Assessment using EPA framework 1. Investigate potential inequalities related to exposure to environmental hazards for residents within Township 2. Determine if and where pollutant outputs generated by Haverford Township are being exported (i.e., trash burned in Chester) 3. Guides and assistance: Toolkit for Assessing Potential Allegations of Environmental Injustice Technical Guidance for Assessing Environmental Justice in Regulatory Analysis
Schedule	Long-term; *continuous*
Estimated Cost	1. $50,000+ *Potential major investment

To ensure an equitable climate action plan, Haverford Township engaged residents and businesses to ensure a community-driven process which is described in accompanying document "Haverford Township Climate Action Plan: Appendices"

Monitoring Plan

Establishing a monitoring process that enables Haverford Township to track the impacts of the actions included in the plan and compare estimated impacts to what is actually achieved in terms of energy savings, renewable energy production, and GHG emissions reduction. Assessing the implementation status of the actions will allow determination of whether the action is performing well and to identify corrective measures. This process is also an opportunity to understand barriers to implementation and identify best practices or new opportunities in moving forward.

The table below describes actions and reflective of the components of the monitoring reports. Action reports are to occur every two years and will only include status updates on the overall action, the mitigation action plan, and the adaptation action plan. The full monitoring report will occur every 2 years and in addition to the components in the action report, will include an updated community and municipal GHG inventory. This will help Haverford Township track its GHG emissions reduction progress. With the approval of this Climate Action Plan in *2021*, the first monitoring action report will be due in 2023 and the first full monitoring report with the updated GHG inventories will be due in 2028. Ideally, the most recent GHG inventories should be no more than four years old.

Action Items:	1. Township to hire or appoint a "Sustainability Manager" a. Manages and tracks CAP goals; coordinate with internal Township advocacy groups and in neighboring communities b. Develops, implements and monitors Township GHG reduction strategies c. Determines budgets for reduction and adaptation plans d. Engages closely with commercial and residential sectors 2. Regular (annual or biannual) reporting of emissions, energy use and costs for Township operations including breakdown for major departments: a. i.e. as police transition to hybrids/EVs, determine the emissions and cost reductions 3. Appoint small task force that formally reviews progress every 2-3 years until both 2035 and 2050 goals are achieved a. Ensures efficient and effective progress or amendments of CAP goals and township sustainability efforts 4. Upgrade SolSmart status from BRONZE to SILVER a. Future concerted effort to achieving GOLD status 5. Create a community-wide app or webpage that allows residents to log their sustainability adaptations, access resources and information about permits, retrofitting and weatherization programs, track sustainability progress and initiatives within Township a. Environmental Insights Explorer b. Interactive maps to show locations of solar panels, renewable energy projects, environmental center, compost and e-waste drop off sites etc.,
Schedule	1 - 5. Short-term; *continuous*
Estimated Cost	1. $75,000 - $150,000 (annual salary/benefit cost) 2. N/A 3. $1,000 (minimal administrative cost) 4. $5,000-$10,000 5. $50,000+ *Potential major investment UNLESS Township can purchase commercially available app

Action Items:	1. Encourage more structured communication between Haverford Township EAC and other advocacy groups within Haverford Township and neighboring Townships a. Establish coalition between neighboring municipality's climate advocacy groups in coordination with county entities, such as the DelCo Sustainability Commission b. Schedule monthly or bi-monthly meetings between groups to focus on: accessibility to renewable energy, weatherization/ retrofitting programs, EV's for residents as well as local environmental hazard exposures and exportation of environmental hazards
Schedule	Short-term; *continuous*
Estimated Cost	1.$2,500 administrative costs

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Haverford Township Climate Action Plan Appendices

Local Actions and Goals to Reduce Haverford Township's Greenhouse Gas Emissions and to Prepare the Township for the Impacts of Climate Change

Approved by Haverford Township Board of Commissioners
[Date Approved: TBD]

Climate Change Science

The Intergovernmental Panel on Climate Change (IPCC)'s Fifth Assessment Report affirms that "warming of the climate system is unequivocal, as is now evident from observations of increases in global average air and ocean temperatures, widespread melting of snow and ice and rising global average sea level" (IPCC, 2014, p. 151). Researchers have made progress in their understanding of how the Earth's climate is changing in space and time through improvements and extensions of numerous datasets and data analyses, broader geographical coverage, better understanding of uncertainties and a wider variety of measurements (IPCC, 2014). These refinements expand upon the findings of previous IPCC Assessments – today, observational evidence from all continents and most oceans shows that "regional changes in temperature have had discernible impacts on physical and biological systems" (IPCC, 2014, p. 151).

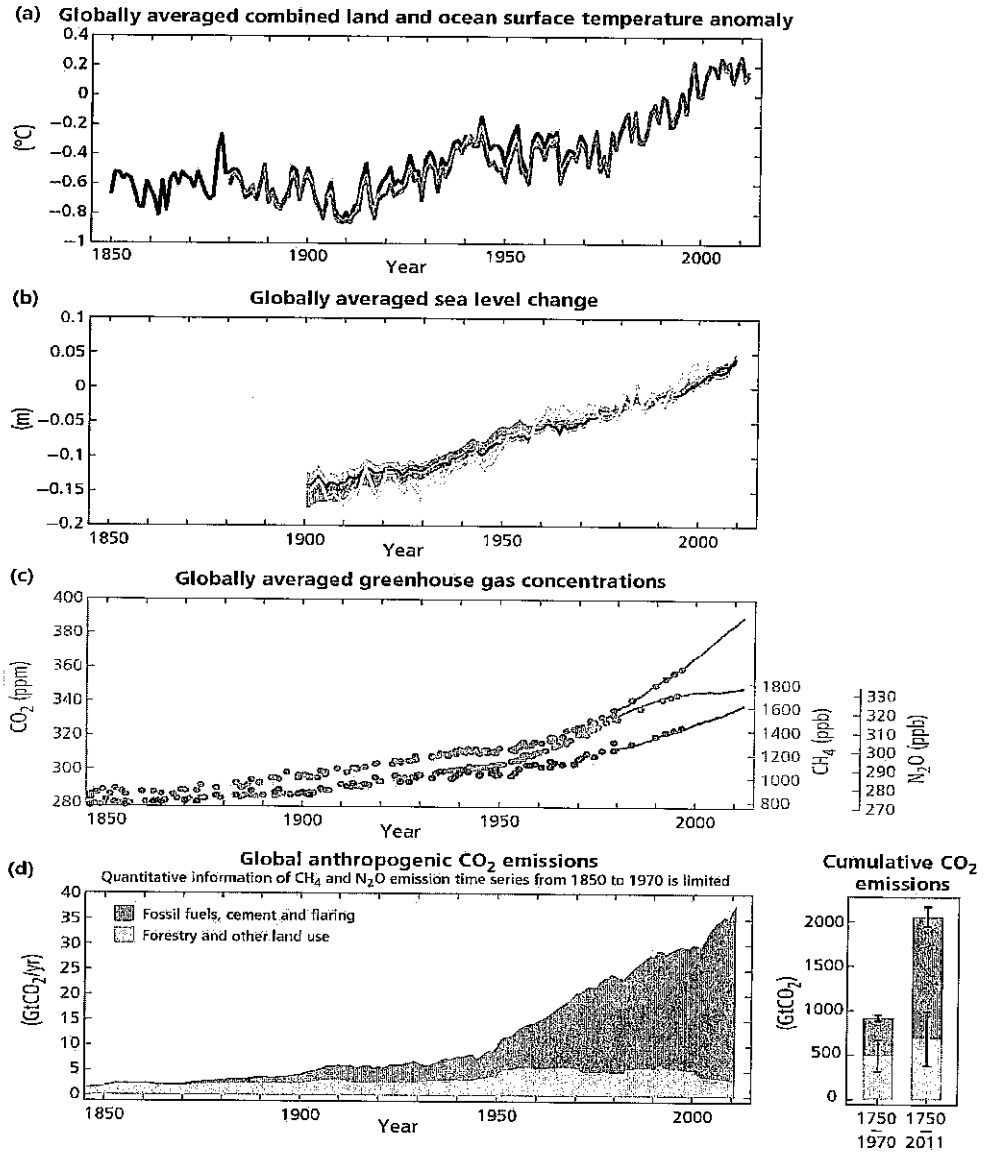


Figure 1 Observations and other indicators of a changing global climate system

The Fifth Assessment also asserts that "it is *extremely likely* that more than half of the observed increase in global average surface temperature from 1951 to 2010 was caused by the anthropogenic increase in GHG concentrations and other anthropogenic forcings together. Globally, economic and population growth continued to be the most important drivers of increases in CO2 emissions from fossil fuel combustion. Changes in many extreme weather and climate events have been observed since about 1950. Some of these changes have been linked to human influences, including a decrease in cold temperature extremes, an increase in warm temperature extremes, an increase in extreme high sea levels and an increase in the number of heavy precipitation events in a number of regions" (IPCC, 2014, p. 151).

In short, the Earth is already responding to climate change drivers introduced by mankind.

Temperatures and Extreme Events are Increasing Globally

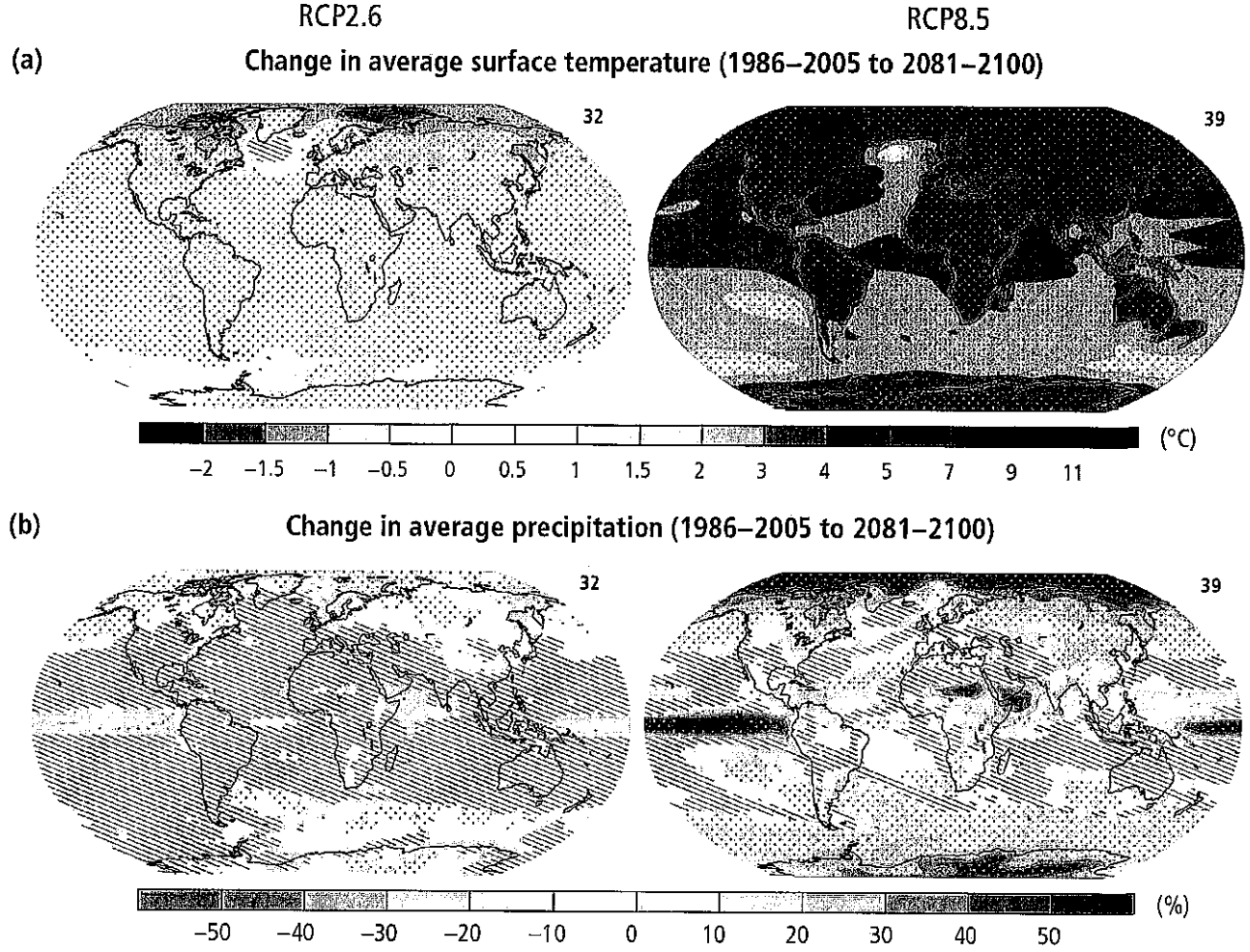


Figure 2 Change in average surface temperature (a) and change in average precipitation (b) based on multi-model mean projections for 2081–2100 relative to 1986–2005 under the RCP2.6 (left) and RCP8.5 (right) scenarios.

Surface temperature is projected to rise over the 21st century under all assessed emission scenarios. It is very likely that heat waves will occur more often and last longer, and that extreme precipitation events will become more intense and frequent in many regions. The ocean will continue to warm and acidify, and global mean sea level to rise. Changes in many extreme weather and climate events have been observed since about 1950. Some of these changes have been linked to human influences, including a decrease in cold temperature extremes, an

increase in warm temperature extremes, an increase in extreme high sea levels and an increase in the number of heavy precipitation events in a number of regions (IPCC, 2014).

Climate Risks

Climate change is projected to undermine food security. Due to projected climate change by the mid-21st century and beyond, global marine species redistribution and marine biodiversity reduction in sensitive regions will challenge the sustained provision of fishery productivity and other ecosystem services. For wheat, rice and maize in tropical and temperate regions, climate change without adaptation is projected to negatively impact production for local temperature increases of 2°C or more above late 20th century levels, although individual locations may benefit. Global temperature increases of ~4°C or more above late 20th century levels, combined with increasing food demand, would pose large risks to food security globally. Climate change is projected to reduce renewable surface water and groundwater resources in most dry subtropical regions, intensifying competition for water among sectors.

Until mid-21st century, projected climate change will impact human health mainly by exacerbating health problems that already exist. Throughout the 21st century, climate change is expected to lead to increases in ill-health in many regions and especially in developing countries with low income, as compared to a baseline without climate change. Health impacts include greater likelihood of injury and death due to more intense heat waves and fires, increased risks from foodborne and waterborne diseases and loss of work capacity and reduced labor productivity in vulnerable populations. Risks of undernutrition in poor regions will increase. Risks from vector-borne diseases are projected to generally increase with warming, due to the extension of the infection area and season, despite reductions in some areas that become too hot for disease vectors.

In urban areas, climate change is projected to increase risks for people, assets, economies and ecosystems, including risks from heat stress, storms and extreme precipitation, inland and coastal flooding, landslides, air pollution, drought, water scarcity, sea level rise and storm surges. These risks are amplified for those lacking essential infrastructure and services or living in exposed areas. Rural areas are expected to experience major impacts on water availability and supply, food security, infrastructure and agricultural incomes, including shifts in the production areas of food and non-food crops around the world.

Climate change is projected to increase displacement of people. Populations that lack the resources for planned migration experience higher exposure to extreme weather events, particularly in developing countries with low income. Climate change can indirectly increase risks of violent conflicts by amplifying well-documented drivers of these conflicts such as poverty and economic shocks (IPCC, 2014).

Greenhouse Gas Emissions Must be Reduced

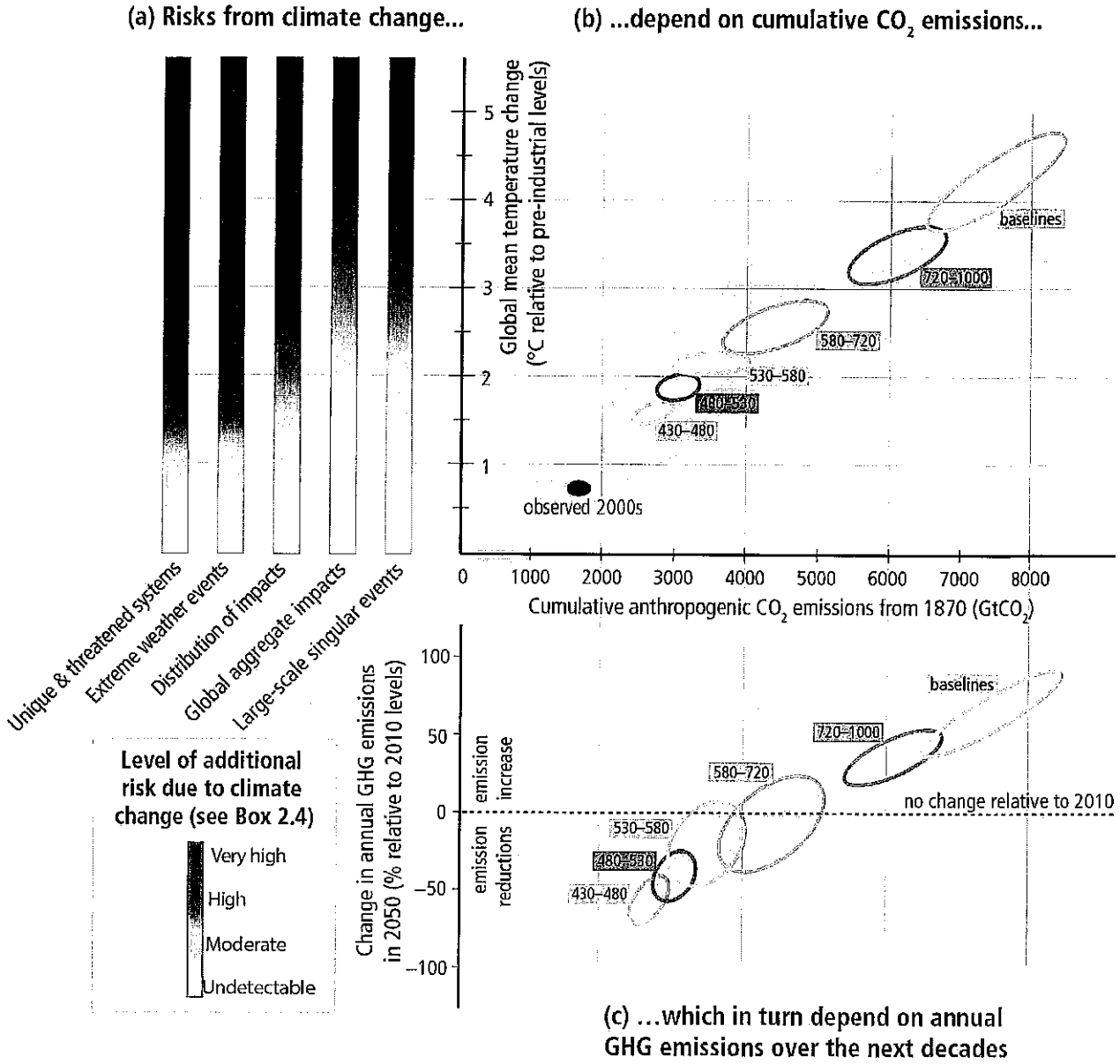


Figure 3 The relationship between risks from climate change, temperature change, cumulative carbon dioxide (CO2) emissions and changes in annual greenhouse gas (GHG) emissions by 2050.

Limiting risks across Reasons for Concern (a) would imply a limit for cumulative emissions of CO2 (b) which would constrain annual GHG emissions over the next few decades (c). Panel A reproduces the five Reasons for Concern. Panel B links temperature changes to cumulative CO2 emissions (in GtCO2) from 1870. They are based on Coupled Model Inter-comparison Project Phase 5 simulations (pink plume) and on a simple climate model (median climate response in 2100), for the baselines and five mitigation scenario categories (six ellipses). Panel C shows the relationship between the cumulative CO2 emissions (in GtCO2) of the scenario categories and their associated change in annual GHG emissions by 2050, expressed in percentage change (in percent GtCO2-eq per year) relative to 2010. The ellipses correspond to the same scenario categories as in Panel B, and are built with a similar method (IPCC, 2014).

The recent massive buildup of greenhouse gases in our atmosphere is conceivably even more extraordinary than changes observed thus far regarding temperature, sea level, and snow cover in the Northern hemisphere in that current levels greatly exceed recorded precedent going back much further than the modern temperature record.

Anthropogenic greenhouse gas emissions have increased since the pre-industrial era driven largely by economic and population growth. From 2000 to 2010 emissions were the highest in history. Historical emissions have driven atmospheric concentrations of carbon dioxide, methane and nitrous oxide to levels that are unprecedented in at least the last 800,000 years, leading to an uptake of energy by the climate system (IPCC, 2014).

In response to the problem of climate change, many communities in the United States are taking responsibility for addressing emissions at the local level. Since many of the major sources of greenhouse gas emissions are directly or indirectly controlled through local policies, local governments have a strong role to play in reducing greenhouse gas emissions within their boundaries. Through proactive measures around land use patterns, transportation demand management, energy efficiency, green building, and waste diversion, local governments can dramatically reduce emissions in their communities. In addition, local governments are primarily responsible for the provision of emergency services and the mitigation of natural disaster impacts. While this Plan is designed to reduce overall emissions levels, as the effects of climate change become more common and severe, local government adaptation policies will be fundamental in preserving the welfare of residents and businesses.

Inventory Methodology

Methodology

In 2018, the Delaware Valley Regional Planning Commission completed a regional energy use and greenhouse gas emissions inventory for the nine-county DVRPC region. This inventory served as the source of data for the community-wide emissions profile. The DVRPC's comprehensive methodology can be in their technical memo "Energy Use and Greenhouse Gas Emissions Inventory for Greater Philadelphia: Methods and Sources"

As part of this inventory, DVRPC allocated both energy use and greenhouse gas emissions to individual counties and municipalities based on 2015 data. Please note that not all sectors were allocated to the municipal level, including aviation, freight rail, and intercity rail.

Planning Process and Community Engagement

While Haverford Township has already begun to reduce greenhouse gas emissions and climate risk through a variety of actions, this plan is a critical component of a comprehensive approach to reduce the Township's emissions. The planning process was based on the following overarching framework, developed by ICLEI – Local Governments for Sustainability, USA (ICLEI), and known as the Five Milestones for Climate Mitigation.

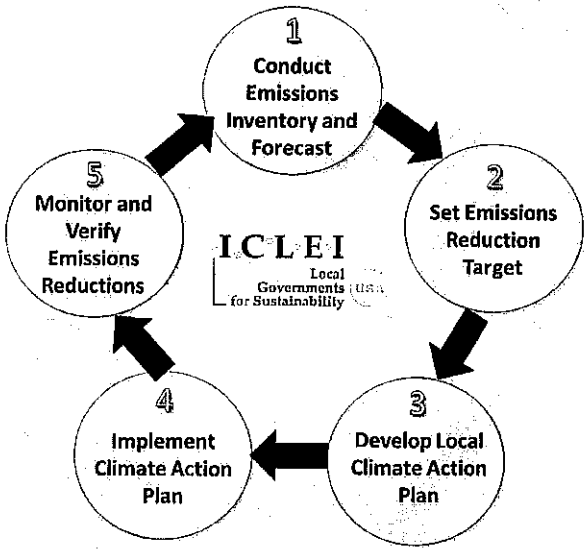


Figure 1 Five Milestones for Climate Mitigation

As indicated by the figure above, climate action planning is a continuing cycle and does not stop with the development of this document. However, this Climate Action Plan represents the Township's first planning cycle, including the completion of the first three milestones.

Community Participation in Planning Process

Community engagement and participation is critical to effectively create plans to address climate change on the local and municipal level. To ensure the actions proposed are both effective and reflective of the concerns of the community it is designed to serve, community outreach becomes necessary in the planning process and the action process. Before devising the actions proposed in the Climate Action Plan document a series of community outreach efforts were executed, with many of the actions recommended in the document calling for regular community engagement and outreach programs. Community engagement becomes particularly crucial here in Haverford Township as it aims to reach its reduction goals of community-wide clean electricity by 2035 and community-wide renewable heat and transportation by 2050. It is evident it will take a continuous and close relationship between local government and community residents and local commercial business to meet those goals.

The purpose of the outreach strategies and activities presented in this Plan are to provide local communities, residents, stakeholders, interested parties, and other affected agencies and/or individuals with opportunities to become actively involved in development of the Township's CAP and the evaluation of associated environmental issues. The goals of outreach and engagement are to: (1) raise awareness of the Climate Action Plan and its goals; (2) educate the public and other organizations about the CAP; (3) provide opportunities for input at the various steps of CAP development and (4) galvanize community-wide participation in achieving Township goals from residents and businesses.

The actions proposed in this version of the CAP were informed largely by the responses of community members as well as suggestion by ICLEI, PA DEP and Haverford Townships Environmental Advisory Committee.

Engagement Activities and Public Participation

The best practice for equitable planning is to have a community-driven process as described in the Community-Driven Climate Resilience Planning: A Framework from the National Association of Climate Resilience Planners. The Township will move forward with the GHG Inventory and this Climate Action Plan in order to engage the public in the planning process. These actions will be taken and informed by the following resources:

- U.S. Climate Resiliency Toolkit
- Equitable and Just National Climate Platform

In identifying which specific populations should be included in a community driven process, Haverford Township consulted:

- The Pennsylvania Department of Environmental Protection's Environmental Justice Viewer:
- Haverford Environmental Advisory Committee

Due to the COVID-19 pandemic and CDC guidelines, all community outreach was conducted virtually. Information for involvement, surveys and meetings were broadcasted via Township social media pages, newsletters and the Township website.

- **February 26, 2021 - Initial Community Wide "Climate Impacts Awareness" Survey**

The first point of community engagement was initiated on February 26th, 2021 before the CAP action planning process. This 53-question survey covered areas such as awareness of climate change impacts, personal concerns, areas of interest, and a free response section for residents to provide suggestions, concerns, and other feedback.

Survey results can be viewed here

- **March 10, 2021 - Community Workshop "Exploring Climate Change in Haverford Township: Assessing Opportunities for Action"**

The meeting addressed climate change impacts in Haverford Township, opportunities for involvement in efforts presently and a Q&A section where attendees had the opportunity to ask questions, make suggestions or raise concerns.

Meeting recording can be viewed here

- **May 9, 2021 - Residential and Commercial energy survey**

This survey targeted the residential and commercial sectors to gauge the awareness of the Township's reduction targets set by Resolution No. 2104-2018 and interest in participation in renewable electricity programs. The results indicated that stronger outreach efforts and education is needed to assist in meet community wide goals.

Survey results for Commercial sector can be viewed here
Survey results for Residential sector can be viewed here

Planning Team and Stakeholders

Haverford Township Environmental Advisory Committee (EAC) Sub-Committee on Climate Action.

- **February 2, 2021: Initial meeting during EAC monthly public meeting which included entire EAC**
- **February 12, 2021: Community engagement strategy planning**
- **February 26, 2021: Community workshop planning meeting**
- **March 12, 2021: Community workshop debrief**
- **April 1, 2021: CAP actions brainstorm and revisions**
- **May 24, 2021: First draft look and feedback debrief**
- **July 16, 2021: Final draft look and feedback debrief**

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard J. McCabe, Sr.
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

HAVT 09810

October 7, 2021

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: Traffic Signal Maintenance Contract
Contract No. T-6 (2021)

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Thursday, October 7, 2021 at 10:00 a.m. for the above referenced contract. The low bidder was Signal Service, Inc. of West Chester, PA with a low bid amount of $35,755.00.

Signal Service currently holds this contract and has performed satisfactorily. Based on past performance, we recommend the Township consider awarding this contract to Signal Service, Inc. 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/
P:\Projects\HAVT1\09810 Signal Maintenance Contract\2021 CONTRACT & SPECS\BID\BID TAB LTR (HAVT09810 2021).docx

The Township of Haverford
Tabulation of Bids Received Until 10:00 AM
Prevailing Time on October 7, 2021

CONTRACT NO. T-6 (2021)
TRAFFIC SIGNAL MAINTENANCE CONTRACT

ITEM NO.	ESTIMATED QUANTITY/UNIT		DESCRIPTION	Signal Service, Inc. 1020 Adrew Drive West Chester, PA 19380 UNIT PRICE	Signal Service, Inc. AMOUNT	Charles A Higgins & Sons, Inc. 310 Media Station Road Media, PA 19063 UNIT PRICE	Charles A Higgins & Sons, Inc. AMOUNT
A. REGULAR MAINTENANCE							
T-1	1	LS	Regular Maintenance of Traffic Signals and Flashers for a period of two (2) years.	$ 13,000.00	$ 13,000.00	$ 23,520.00	$ 23,520.00
T-2	30	EA	Mark out of existing underground traffic signal infrastructure in accordance with PA Act 287 of 1984 (PA One Call).	$ 120.00	$ 3,600.00	$ 148.00	$ 4,440.00
B. EMERGENCY SERVICES							
T-3	105	Man Hours	Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Normal Time]	$ 65.00	$ 6,825.00	$ 70.00	$ 7,350.00
T-4	52	Man Hours	Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Overtime]	$ 97.50	$ 5,070.00	$ 105.00	$ 5,460.00
T-5	8	Man Hours	Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Sunday and Holidays]	$ 97.50	$ 780.00	$ 140.00	$ 1,120.00
T-6	10	Man Hours	Manual Laborer (Normal Time).	$ 0	$ 0	$ 45.00	$ 450.00
T-7	8	Man Hours	Manual Laborer (Overtime).	$ 0	$ 0	$ 67.50	$ 540.00
T-8	8	Man Hours	Manual Laborer (Sunday and Holidays).	$ 0	$ 0	$ 90.00	$ 720.00
T-9	150	Hours	Service Truck.	$ 40.00	$ 6,000.00	$ 0	$ 0
T-10	8	Machine Hours	Backhoe.	$ 0	$ 0	$ 55.00	$ 440.00
T-11	8	Machine Hours	Dump Truck.	$ 0	$ 0	$ 15.00	$ 120.00
T-12	15	Machine Hours	Air Compressor and Accessories.	$ 0	$ 0	$ 15.00	$ 225.00
T-13	8	Machine Hours	Crane Truck.	$ 60.00	$ 480.00	$ 55.00	$ 440.00
T-14	8	Machine Hours	Auger Truck.	$ 0	$ 0	$ 55.00	$ 440.00
T-15	10	Machine Hours	Roadway Trencher.	$ 0	$ 0	$ 125.00	$ 1,250.00
			TOTAL BID FOR CONTRACT NO.T-6 (2021)	**$35,755.00**		**$46,515.00**	
			Bid Security	10% Bid Bond		10% Bid Bond	

We Declare this to be a true Tabulation of Bids
Received on October 7, 2021 by the Township of Haverford
for Contract No. T-6 (2021) Traffic Signal Maintenance Contract

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DAVID G. PENNONI
ENGINEER
No. 39235

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE TOWNSHIP OF HAVERFORD

AND

ANTHONY J. DUNLEAVY ASSOCIATES, INC.

THIS AGREEMENT is entered into as of the 1st day of June, 2021, upon approval by HUD of the Forty Seventh (47th) Year CD Action Plan, by and between the **TOWNSHIP OF HAVERFORD,** Commonwealth of Pennsylvania, hereinafter referred to as the "Township", and **ANTHONY J. DUNLEAVY ASSOCIATES, INC.,** hereinafter referred to as the "Consultant".

WITNESSETH THAT:

WHEREAS, the Township of Haverford has entered or will enter into a contract with the United States of America, acting by and through the Secretary of the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended; or will extend last year's contract; and

WHEREAS, it is necessary for the Township to carry out, in accordance with required procedures, the many and varied functions and activities under said Program; and

WHEREAS, the Township desires to engage the Consultant to render certain technical advice and assistance in connection with these undertakings of the Township of Haverford and the Consultant agrees to render such advice and assistance as outlined below.

NOW, THEREFORE, BE IT RESOLVED:

I. STATEMENT OF WORK:

A. Rehabilitation Assistance

The Consultant shall:

1. Carry out such functions as are usually carried out by staff, including facilitating and coordinating the operation of the Housing Rehabilitation Program as funded from the CD Program, and other non-architectural/engineering functions. The Consultant will not be responsible for the preparation of rehabilitation specifications and final architectural inspections related thereto. It shall be clearly understood that the Consultant is not an agent of, nor may he bind the Township in any manner.

2. The consultant shall be responsible to the Township to:

   a. Prepare assistance application form.
   b. Review completed application preliminarily. Add to list and send letter advising homeowner of status or notify homeowner of ineligibility problem.

c. Complete Section 106 process.
d. Complete ERR.
e. Build and maintain pre-qualified contractor list.
f. Schedule number of rehabs based on annual allocation.
g. Contact homeowners to obtain all required info. Visit homeowner to review documents, explain program in detail and perform preliminary inspection for architect to use as basis for his inspection.
h. Determine if lead-based paint testing is required, and if it is, arrange for testing.
i. Order title.
j. Schedule architectural inspection.
k. Review write-up with architect.
l. Review write-up with homeowner.
m. Prepare and send (certified mail) bids.
n. Tabulate bids.
o. Prepare contracts with each contractor, grant agreement and mortgage/lien.
p. Get all agreements signed by Township/grantee and contractor. Send copies to all, issue Notice to Proceed.
q. Schedule work. Get copies of contractor's permits.
r. Respond to grantee/contractor calls.
s. Prepare change orders, if necessary.
t. Schedule and attend progress and final inspections. Prepare appropriate forms.
u. Send lien to solicitor's office to be filed.
v. Process bills for payment.
w. Complete file work. Close out.
x. Maintain financial records.
y. Complete HUD reporting.
z. Respond to HUD monitoring.
aa. Attend public hearings/meetings/work sessions at Township.

3. Keep the Township Manager informed as to progress under the program.

B. **Resolution of Audit and Monitoring Findings**

The Consultant shall:

1. Be available during the conduct of HUD monitoring or audit of the Program for the purpose of providing technical advise or comments on any findings or concerns that arise during the course of the monitoring or audit.

2. Attend meetings upon request of the Township to discuss monitoring or audit findings with HUD officials.

3. Upon request, prepare written materials for the Township that may be necessary to resolve findings and concerns.

4. Provide advice on actions by the Township that may be necessary to resolve findings and concerns.

5. Upon request, participate in negotiations with HUD to resolve findings and concerns.

C. **Assistance in Preparation of the Township's Input to the Consolidated Plan or other related Prerequisite Requirements and Other Housing Programs**

The Consultant shall:

1. Prepare annual reports of the required housing related forms.

2. Upon request of the Township, provide local officials and citizens with information about housing programs, including HOME, HOPE, ESG or any other housing program. The provision of this information may entail such activities as attendance at meetings and public hearings, preparation of written materials, telephone or personal contacts.

3. Assist in the review of proposals that are received for funding and participate with Township officials in preparing recommendations to the Township Commissioners.

4. Attend meetings with the Township Commissioners and officials to present recommendations and discuss projects with the Commissioners.

5. Upon request, conduct research or develop further detail on specific projects in order to determine the eligibility and fundability of the project or the relative merits of the project.

6. Prepare resolutions for the adoption of Township Commissioners for the required element.

D. **Assistance to the Township during Implementation of Specific Activities**

The Consultant shall:

1. Upon request by the Township, provide assistance or advice on non-routine activities that may require research into the applicability of Federal, State or Local requirements.

2. Prepare documents, reports, funding agreements, etc., as requested by the Township that may be necessary for the proper implementation of the activity.

3. Upon request by the Township, attend meetings with local officials, citizens groups, non-profit entities, etc. that may be necessary to implement an activity or resolve problems that may have arisen during the implementation of an activity.

E. **Policy, Planning, Management, Capacity Building Activities**

The Consultant shall:

1. Keep the Township informed of any new regulations or requirements that may effect the operation of the Program(s).

2. Advise the Township of any new programs of the State or Federal Government that may assist in the furtherance of housing goals and objectives.

3. Upon request of the Township, research and plan for the use of these programs by the Township or CDBG sub recipients.

F. **Monitoring of Subrecipients** (When and as specifically directed in writing by the Township.)

The Consultant shall:

1. Assist in the monitoring of the Township's subrecipients: (such as the Community Action Agency of Delaware County) utilizing the "HUD Community Planning and Development Monitoring Handbook, Guide for Review of Subrecipients", (Handbook 6509.2 REV-4).

2. Prepare reports in conjunction with Township staff which detail the results of the monitoring of subrecipients including any deficiencies that were found and recommendations to correct the deficiency.

G. **The HOME Program**

The Consultant shall perform the same kinds of services under the HOME Program as under the CDBG Rehabilitation Program. Since funding is uncertain under this Program, although selection is covered under this Contract, a separate fee shall be negotiated.

H. **Township Responsibilities**

The Township shall:

1. Provide access to all records, files and reports that are necessary for the Consultant to complete the Statement of Work.

2. Notify the Consultant of the need for assistance or advice in sufficient time that it may be provided.

3. Provide copies of all relevant correspondence, reports, etc., that may be necessary for the use of the consultant in carrying out the above work items.

I. **General Provisions**

The Consultant agrees to:

1. Be available for the Forty Seventh (47th) Year to advise and assist Haverford in the implementation of its programs and to act as a liaison with HUD, DCED, or any local governmental agency which may become involved.

2. Provide sufficient qualified personnel to assist the Township at all meetings required, in a timely fashion, in order to comply with the requirements of HUD.

3. Advise all interested Township groups on alternative methods of funding, including additional Community Development funding for discretionary and innovative projects and other Federal agencies capable of funding desired programs.

4. Provide five (5) copies of all applications and supportive documentation.

II. TIME OF PERFORMANCE

The Consultant will commence work upon execution of this Contract and initiate procedures for the necessary meetings and activities with respect to the undertaking of the Forty Seventh (47th) Year Community Development Program as to housing.

All undertakings and materials will be completed in such fashion so as to provide to the Township Commissioners materials in accordance with projected timetables established by HUD. The Consultant shall remain available to the Township for adjustment of the materials. In no event, however, shall the terms of this Contract exceed twelve (12) months, except that homes commenced prior to June, 2021, shall be completed under this Contract.

III. DATA TO BE FURNISHED CONSULTANT (As necessary and if available):

A. Access to any and all records of the Township with respect to public improvement activities, comprehensive plans, Planning Department studies, population projections, land use and marketability studies, capital improvements programs, engineering costs (design), acquisition appraisals, reuse appraisals, local codes, and a complete list and description of ongoing Community Development projects, whether funded by the State or Federal Government, the length and amount of the funding; any pending applications for new grants or proposals for application for funding which the community has under advisement (other than under the Housing and Community Development Act of 1974, as amended), descriptions or maps of utilities.

IV. COMPENSATION AND METHOD OF PAYMENT:

In consideration of the faithful performance by the Consultant of the work stipulated above in Section I., the Township agrees to pay the Consultant up to One Hundred Fifty Six Thousand ($156,000.00) Dollars for the one (1) year period through March 31, 2022. Fees for the HOME Program (see I.G. above) shall be negotiated annually or upon funding of HOME.

Billing shall be based on a fee of up to Seventy Eight Thousand ($78,000.00) Dollars for administratively related service delivery functions of the rehab program and Five Thousand Two Hundred ($5,200.00) Dollars per property for service delivery expenses for up to a maximum of fifteen (15) properties or Seventy Eight Thousand ($78,000.00) Dollars; in addition, bringing the maximum compensation to One Hundred Fifty Six Thousand ($156,000.00) Dollars.

The Consultant shall bill on a monthly basis based on estimate of work performed. Evidence of work performed to support the billing MUST be provided. (It need not accompany the billing.)

V. OTHER TERMS AND CONDITIONS

All mandatory contract conditions as set forth at 24 CFR 85.36(I) are incorporated herein. In the event of termination, the consultant shall be entitled to recover out-of-pocket costs.

IN WITNESS WHEREOF, the Township and the Consultant have executed this Agreement as of the date first above written.

ANTHONY J. DUNLEAVY ASSOCIATES, INC.

BY: _____
KATHLEEN M. OULAHAN, PRESIDENT

TOWNSHIP OF HAVERFORD

BY: _____
DAVID R. BURMAN,
TOWNSHIP MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE TOWNSHIP OF HAVERFORD

AND

ANTHONY J. DUNLEAVY ASSOCIATES, INC.

THIS AGREEMENT is entered into as of the 1st day of June, 2021, upon approval by HUD of the Forty Seventh (47rth) Year CD Action Plan, by and between the **TOWNSHIP OF HAVERFORD,** Commonwealth of Pennsylvania, hereinafter referred to as the "Township", and **ANTHONY J. DUNLEAVY ASSOCIATES, INC.,** hereinafter referred to as the "Consultant".

WITNESSETH THAT:

WHEREAS, the Township of Haverford has entered or will enter into a contract with the United States of America, acting by and through the Secretary of the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended; or will extend last year's contract; and

WHEREAS, it is necessary for the Township to carry out, in accordance with required procedures, the many and varied functions and activities under said Program; and

WHEREAS, the Township desires to engage the Consultant to render certain technical advice and assistance in connection with these undertakings of the Township of Haverford and the Consultant agrees to render such advice and assistance as outlined below.

NOW, THEREFORE, BE IT RESOLVED:

I. STATEMENT OF WORK:

A. Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER)

The Consultant shall:

1. Prepare the CAPER for the Township in accordance with the most recent applicable instructions from HUD for the preparation of such reports.

2. Provide to the Township five (5) copies of a completed and bound CAPER which shall contain completed copies of all forms and narratives prescribed by HUD, including a summary of the citizen comments received on the report. The report shall be supplied to the Township and HUD no later than (90) days after the completion of the Township's most recent program year. The deadline for this element is June 30, 2021.

3. Promptly report any further delays in meeting the above deadlines to the Township, together with the reasons for the delays. The Consultant shall assist the Township in preparing requests for any extension if the Township agrees that such a request is warranted.

B. Resolution of Audit and Monitoring Findings

The Consultant shall:

1. Be available during the conduct of HUD monitoring or audit of the CDBG Program for the purpose of providing technical advice or comments on any findings or concerns that arise during the course of the monitoring or audit.

2. Attend meetings upon request of the Township to discuss monitoring or audit findings with HUD officials.

3. Upon request, prepare written materials for the Township that may be necessary to resolve findings and concerns.

4. Provide advice on actions by the Township that may be necessary to resolve findings and concerns.

5. Upon request, participate in negotiations with HUD to resolve findings and concerns.

C. Assistance in Preparation of the Township's Consolidated Plan, the Annual Action Plan Statement and Consolidated Plan Amendments

The Consultant shall:

1. Upon request of the Township, provide local officials and citizens with information about the CDBG program. The provision of this information may entail such activities as attendance at meetings and public hearings, preparation of written materials, telephone or personal contacts.

2. Assist in the review of proposals that are received for funding and participate with Township officials in preparing recommendations to the Township Commissioners.

3. Attend meetings with the Township Commissioners and officials to present recommendations and discuss projects with the Commissioners.

4. Upon request, conduct research or develop further detail on specific projects in order to determine the eligibility and fundability of the project or the relative merits of the project.

5. Prepare resolutions for the adoption by Township Commissioners of the Consolidated Plan and the Action Plan (as required by HUD at this date).

6. Provide the Township with two (2) bound copies of the Action Plan Submission for Forty Seventh (47th) year. More will be made available upon request.

D. Assistance with an Amendment of the Action Plan

The Consultant shall:

1. Upon request, provide technical advice and assistance to the Township Commissioners concerning requests to not carry out an activity described in the Action Plan to carry out an activity not previously described or to substantially change the purpose, scope, location or beneficiaries of an activity.

2. Upon request, prepare notice to citizens of any proposed changes in the use of funds following prescribed HUD procedures for such notice.

3. Upon request, prepare resolutions for the Township Commissioners to implement a change.

4. Undertake all IDIS responsibilities.

E. Assistance to the Township during Implementation of Specific Activities

The Consultant shall:

1. Upon request by the Township, provide assistance or advice on non-routine activities that may require research into the applicability of Federal, State or Local requirements.

2. Prepare documents, reports, funding agreements, etc., as requested by the Township that may be necessary for the proper implementation of an activity.

3. Upon request by the Township, attend meetings with local officials, citizens groups, non-profit entities, etc. that may be necessary to implement an activity or resolve problems that may have arisen during the implementation of an activity.

F. Technical Assistance During Environmental Review Process

The Consultant shall:

1. Prepare resolutions for the Township Commissioners that are necessary to comply with the Township's CDBG Environmental Review Procedures.

2. Prepare any newspaper advertisements that may be required in order to carry out the environmental review process.

3. Prepare for signature of the Township Chairperson any required "Request for Release of Funds and Certification" forms (HUD 7015.15).

4. Prepare environmental assessments or other environmental review records, excluding an Environmental Impact Statement.

G. **Policy, Planning, Management, Capacity Building Activities**

The Consultant shall:

1. Keep the Township informed of any new regulations or requirements that may effect the operation of the CDBG Program.

2. Advise the Township of any new programs of the State or Federal Government that may assist in the furtherance of CDBG goals and objectives.

3. Upon request of the Township, research and plan for the use of these programs by the Township or CDBG subrecipients.

H. **Monitoring of Subrecipients** (When and as specifically directed in writing by the Township.)

The Consultant shall:

1. Assist in the monitoring of the Township's subrecipients: (such as the Community Action Agency of Delaware County) utilizing the "HUD Community Planning and Development Monitoring Handbook, Guide for Review of Subrecipients", (Handbook 6509.2 REV-4).

2. Prepare reports in conjunction with Township staff which detail the results of the monitoring of subrecipients including any deficiencies that were found and recommendations to correct the deficiency.

I. **Fair Housing**

The Consultant shall:

1. Attend Fair Housing workshops and conferences in order to assist the Township in compliance with Fair Housing laws and to promote the goals of ensuring fair housing for all residents within the Township.

2. Promote fair housing education with the Township and assist the Township in taking meaningful actions to foster a community due from housing barriers for all residents.

3. Prepare all correspondence and reporting relating to Fair Housing.

J. **Other Assistance**

The Consultant shall:

1. Carry out such other functions as may be directed to be performed by duly authorized staff of the Township.

2. Keep the Township Manager informed as to progress under the program.

K. Township Responsibilities

The Township shall:

1. Provide access to all records, files and reports that are necessary for the Consultant to complete the Statement of Work.

2. Notify the Consultant of the need for assistance or advice in sufficient time that it may be provided.

3. Provide copies of all relevant correspondence, reports, etc., that may be necessary for the use of the consultant in carrying out the above work items.

L. General Provisions

The Consultant agrees to:

1. Be available for the Forty Seventh (47th) Year to advise and assist Haverford in the implementation of its programs and to act as a liaison with HUD, DCED, or any local governmental agency which may become involved.

2. Provide sufficient qualified personnel to assist the Township at all meetings required, in a timely fashion, in order to comply with the requirements of HUD.

3. Advise all interested Township groups on alternative methods of funding, including additional Community Development funding for discretionary and innovative projects and other Federal agencies capable of funding desired programs.

4. Provide copies of all applications and supportive documentation.

II. TIME OF PERFORMANCE

The Consultant will commence work upon execution of this contract and initiate procedures for the necessary meetings and activities with respect to the undertaking of the Forty Seventh (47th) Year Community Development Program.

All undertakings and materials will be completed in such fashion so as to provide to the Township Commissioners materials in accordance with projected timetables established by HUD. The Consultant shall remain available to the Township for adjustment of the materials.

III. DATA TO BE FURNISHED CONSULTANT (As necessary and if available):

Access to any and all records of the Township with respect to public improvement activities, comprehensive plans, Planning Department studies, population projections, land use and marketability studies, capital improvements programs, engineering costs (design), acquisition appraisals, reuse appraisals, local codes, and a complete list and description of ongoing

Community Development projects, whether funded by the State or Federal Government, the length and amount of the funding; any pending applications for new grants or proposals for application for funding which the community has under advisement (other than under the Housing and Community Development Act of 1974, as amended), descriptions or maps of utilities.

IV. COMPENSATION AND METHOD OF PAYMENT:

In consideration of the faithful performance by the Consultant of the work stipulated above in Section I., the Township agrees to pay the Consultant up to One Hundred Ninety Seven Thousand Eight Hundred Ninety Two Dollars ($197,892.00) Dollars ($182,892.00 for Administration, $15,000.00 for Fair Housing activities) for the one (1) year period for the 46th Year Program. Said charges shall be for both administrative and service delivery time.

The Consultant shall bill on a monthly basis based on an estimate of work performed. Evidence of work performed to support the billing MUST be provided. (It need not accompany the billing.)

V. OTHER TERMS AND CONDITIONS

All mandatory contract conditions as set forth at 24 CFR 85.36(i) are incorporated herein. In the event of termination, the consultant shall be entitled to recover out-of-pocket costs.

IN WITNESS WHEREOF, the Township and the Consultant have executed this Agreement as of the date first above written.

ANTHONY J. DUNLEAVY ASSOCIATES, INC.

BY: _____
KATHLEEN M. OULAHAN, PRESIDENT

TOWNSHIP OF HAVERFORD

BY: _____
DAVID R. BURMAN,
TOWNSHIP MANAGER

AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF HAVERFORD
AND
SURREY SERVICES for SENIORS

THIS AGREEMENT, entered into as of the 26th day of August 2021, by and between the **Township of Haverford**, hereinafter designated and referred to as the "Township" and the **Surrey Services for Seniors,** hereinafter designated and referred to as the "Grantee".

WITNESSETH THAT:

WHEREAS, Haverford Township has or will enter into a contract with the United States of America, acting by and through the Department of Housing and Urban Development under the Community Development Block Grant Program for COVID-19 funding under the CARES ACT to prevent, prepare for and respond to COVID-19 (CDBG-CV)

WHEREAS, Haverford Township has designated the Surrey Services for Seniors, Inc. to extend public services relating to COVID-19 to Haverford residents in the operation of the Senior Center on 401 Brookline Boulevard; and

WHEREAS, pursuant to the contract, the Township acting by and through the Grantee is to undertake certain activities and programs under the Community Development Block Grant COVID-19 Program (CDBG-CV), in accordance with their Surrey Academy Proposal; and

WHEREAS, the Township has approved the items outlined in the Grantee's budget materials (attached); and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Township will be responsible for payment to the Grantee upon the presentation of proper invoices for the sum of One Hundred Thousand Dollars ($100,000.00,) incurred after September 15, 2021. The Grantee shall forward invoices to the Township by the 22nd of each month.

2. That the Grantee will operate its Program in accordance with the following Federal requirements.

A. NONDISCRIMINATION

Two (2) of the nondiscrimination requirements with which grantees must comply are: Title VIII of the Civil Rights Act of 1968 and Executive Order 11063 which prohibit discrimination in housing on the basis of race, color, religion, sex, familial status, disability or nation origin.

B. DISPLACEMENT

Not applicable.

C. APPLICABILITY OF OMB CIRCULARS

Requirements of 24 CFR Part 84 (formerly, OMB Circular A-110), and A-122 as they relate to acceptance and use of federal funds amounts by private nonprofit organizations are in effect.

D. UNIFORM FEDERAL ACCESSIBILITY STANDARDS

For major rehabilitation or conversion, the Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A are in effect.

E. LEAD-BASED PAINT

Compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act must be assured.

F. CONFLICT OF INTEREST

In addition to conflict of interest requirements in OMB Circular A-102 and 24 CFR Part 84 (formerly, A-110), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision process or gain inside information with regard to such activities, and obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

G. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS

Engagement of services, awarding of contract, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status is not allowed.

H. FLOOD INSURANCE
No site proposed for grant assistance may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance Program.

I. AUDIT
A private nonprofit organization is subject to the audit requirements of OMB Circular A-133.

J. CERTIFICATION REGARDING DRUG FREE WORKPLACE
In accordance with the requirement of the Drug-Free Workplace Act of 1988, all recipients of Federal funding through the Department of Housing and Urban Development are required to comply with the attached certification regarding the provision of a rug-free workplace.

3. That the Grantee will expend all funds in accordance with its approved budget.

4. That the Grantee will be responsible for submitting annual reports to the Township on program progress and expenditure of funds.

5. That the Grantee will adhere to all requirements of 24 CFR Part 570, CDBG Program Regulations.

6. That the Grantee will expend all funds prior to September 31, 2023.

TERMINATION

This Agreement may be terminated in whole or in part by the Township in writing at any time during the period of performance either for cause, or for the convenience of the Township in the event that the Program is curtailed in any manner by any order of regulation of any Federal agency or by any Federal law. Upon receipt of notice of termination or partial termination from Township, the Grantee shall immediately cease performance of the services to the extent set forth in the Termination Notice and shall take all reasonable steps to minimize costs relating to such termination. Township shall pay for services rendered through the date of termination.

IN WITNESS WHEREOF, this Agreement duly binds the Township and the Grantee, and the Township and the Grantee have executed this Agreement as of the date first above written.

Surrey Services for Seniors

Jill Whitcomb
Signature

Jill Whitecomb/ President & CEO

ATTEST:

Signature

KRISTIN KINGERY
Name

Chief Operating Officer
Title

TOWNSHIP OF HAVERFORD

David R. Burman
David R. Burman,
Township Manager/Secretary

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

September 22, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda October 12 –
Attached is the quote for the replacement of carpeting at the CREC.
New carpet will be installed in the multi-use room and the lobby.
Cost is $16,055 and they are a Costars vendor.

FRANKLIN FLOORING, INC.

211 COMMERCE COURT SUITE #106
POTTSTOWN PA 19464
Phone : (610) 495-9200
Fax : (610) 495-9231

Proposal

Attn: LARRY WOODS
From: ALEX J WINTERBURN
Estimator: ALEX WINTERBURN
Admin: ALEX WINTERBURN
Revision #:

Date: 8/17/2021 *Bid Due Date:* 8/6/2021
Plan Date: *Addendum :*

To	*Project*
HAVERFORD TOWNSHIP 1014 DARBY RD HAVERTOWN, PA 19083 Phone: (610) 446-1000-	HAVERFORD TOWNSHIP REC CENTER COSTARS MRO 008-220 9000 PARKVIEW DR HAVERFORD, PA 19041

MULTIPURPOSE RM

			Quantity		*Line Total*
1	**DEMO & DISPOSAL WALL BASE TO CLIENT DUMPSTER**				
	FRANKLIN FLOORING, INC.	N/A	150.00	LF	35.00
	DEMO AND DISPOSAL OF EXISTING WALL BASE			Attic	
2	**DEMO & DISPOSAL CARPET TO CLIENT DUMPSTER**				
	FRANKLIN FLOORING, INC.	N/A	197.00	SY	280.00
	DEMO CARPET - MODULAR	/ N/A		Attic	
3	**FLOOR PREP-SKIM COAT AREAS RECEIVING VINYL PLANK**				
	ARDEX AMERICAS	N/A	1.00	EA	100.00
	.PATCH-FEATHER FINISH XF 10 LBS BAG	/ N/A		Attic	
4	**FLOOR PREP-FLASH PATCH AREAS RECEIVING CARPET TILE**				
	ARDEX AMERICAS	N/A	4.00	EA	205.00
	.PATCH-FEATHER FINISH XF 10 LBS BAG	/ N/A		Attic	
5	**C-1 CARPET FURNISHED AND INSTALLED**				
	INTERFACE	TBD	209.30	SY	12,245.00
	TBD			Attic	
6	**VP-1 VINYL PLANK FURNISHED AND INSTALLED**				
	INTERFACE	TBD	80.73	SF	630.00
	TBD			Attic	
7	**VB-1 WALL BASE SUPPLIED AND INSTALLED**				
	ROPPE	TBD	240.00	LF	670.00
	WALL BASE-VINYL COVE 6" H X 1/8" T X 4' LENGTHS	/ TBD		Attic	

TOTAL (APPLICABLE TAX INCLUDED) **$14,165.00**

Signed

VESTIBULE

			Quantity	Line Total
1	**DEMO & DISPOSAL CARPET TO CLIENT DUMPSTER**			
	FRANKLIN FLOORING, INC.	N/A	23.00 SY	35.00
	DEMO CARPET - MODULAR	/ N/A	Attic	
2	**FLOOR PREP-FLASH PATCH AREAS RECEIVING CARPET TILE**			
	ARDEX AMERICAS	N/A	1.00 EA	90.00
	.PATCH-FEATHER FINISH XF 10 LBS BAG	/ N/A	Attic	
3	**WOM-1 CARPET FURNISHED AND INSTALLED**			
	INTERFACE	TBD	29.90 SY	1,765.00
	TBD		Attic	

TOTAL (APPLICABLE TAX INCLUDED) **$1,890.00**

PROPOSAL TOTAL **$16,055.00**

- PROPOSAL BASED ON NON UNION LABOR PERFORMED DURING REGULAR HOURS
- INCLUDES MINOR FLOOR PREP-SKIM COAT AREAS RECEIVING RESILIENT FLOORING, FLASH PATCH AREAS RECEIVING CARPET
- EXCLUDES DUMPSTER PROVIDED BY FRANKLIN FLOORING
- INCLUDES FURNITURE HANDLING IN OFFICE
- COSTARS MRO 008-220

HAVERFORD TOWNSHIP
FRANKLIN FLOORING, INC:
TERMS AND CONDITIONS

Terms 50% deposit at the time of order, balance upon completion.
If you plan on using DocuSign, please prepare for signature and send to: Michael Collier, email: mcollier@franklinflooring.net
All Orders are subject to Credit Approval.
Please send deposit along with signed proposal, contract or purchase order.
New Tarrifs and Prices from Manufacturers may escalate beyond Franklin's control. Our proposal cannot cover increases in tarriffs and from the industry that must be passed on.
Custom Orders are Non-Cancellable.
Returns may be subject to Restocking Fee.
Client agrees to pay for stored materials.
Proposal is valid for 30 days.
Area to receive carpet should be broom swept and free and clear of debris and fixtures.
Flooring is the final finish so other trades should be complete.
Permanent HVAC and finished lighting must be in operation for at least 72 hours prior to installation.
There must be access to electrical outlets and potable water.
For your convenience Franklin Flooring, Inc. accepts all major credit cards. All credit cards will be charged a processing fee of 3% of the amount of the transaction.

EXCLUSIONS

Floor prep is not included unless specified as a line item in proposal.
Rates are $75.00 per man hr. $25.00 per 10lb of feather finish.
Proposal is based on regular work hours and 1 phase unless noted.
No asbestos control and abatement.
No furniture or equipment moving unless noted.
No cleaning, waxing, sealing or protection of work area included
Floor leveling is not included.
Excludes preparation of concrete slab per ASTM F 710
Flooring manufacturer's recommend that concrete be wet cured with **NO** curing compounds.
Compatibility of slab with manufacturer's specifications and adhesives must be adhered to as per ASTM F710, otherwise Franklin assumes no liability for incompatibility.
All sealers, wax, adhesive residue, curing compunds and grease must be removed by client or others.
Moisture and alkalinity of slab should be tested by owner or third party expert per the Carpet and Rug Industry CRI-104-96.
Warranty excludes moisture and subfloor related failures.
Franklin is not responsible for delays in delivery or shipping related to specified manufacturer, including production delays and shipment delays due to weather.

Thank you for choosing Franklin.

sign acceptance and email to service@franklinflooring.net

LIN FLOORING INC.

HAVERFORD TOWNSHIP

ALEX J WINTERBURN

Signed: Terry Wurzo - Operations Supervisor

otal: $16,055.00

Proposed Installation Start Date:

subject to credit approval. Custom orders are non-cancellable. No returns on special orders. Accounts not paid within terms are subject to: 1.5% m

Bid #: 18318

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made September 2, 2021, between Keystone Municipal Services, Inc. (hereinafter "Keystone") whose principal business address is 801 Yale Avenue, Suite 622, Swarthmore, PA 19081 and Haverford Township (hereinafter "Municipality") whose principal business address is 1014 Darby Road, Havertown, PA 19083.

WHEREAS, the Municipality wishes to retain Keystone as a consultant to perform the services referenced herein, furthermore, Keystone shall serve as a Construction Code Official for applications submitted to the municipality in accordance with and pursuant to the Pennsylvania Uniform Construction Code for the full term of this Agreement; and;

WHEREAS, the Municipality has taken such action at a public meeting to appoint Keystone to engage in the services outlined in this Agreement and has further granted Keystone the authority to act as an agent of the Municipality; and;

NOW THEREFORE, the parties referenced above hereto agree as follows:

1. Services Provided

Keystone agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services").

a.	☐	Building Code Official
b.	☑	Building Construction Inspection Services.
c.	☑	Building Plan Review Services.
d.	☑	Code Enforcement Services.
e.	☐	Electrical Plan Review and Inspection Services.
f.	☑	Accessibility Plan Reviews/Inspections.
g.	☐	Zoning Administration Services.
h.	☐	Code Legislation Support (as requested)
i.	☐	Expert Testimony (as requested)
j.	☐	Fire Marshal Services.
k.	☐	Fire, Life Safety Plan Review and Inspections

2. Cost of Services

The cost of Services will be charged in accordance with the rate schedule attached hereto. Keystone reserves the right to amend this rate schedule with sixty (60) days notice.

3. Service Standards

Keystone shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, Keystone shall perform the Services outlined herein from either an office provided by the Municipality or from its corporate offices. Keystone shall, nevertheless, be on-call twenty-four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

4. Payment

Invoices shall be paid upon receipt. Payments shall be mailed to Keystone Municipal Services, Inc., 801 Yale Avenue, Suite 622, Swarthmore, PA 19081. An invoice shall not be considered delinquent for purposes of this Agreement until it is thirty (30) days past due.

5. Termination

Either party may terminate this Agreement by providing the other with sixty (60) days written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the sixtieth (60^{th}) day from which the Notice of Termination was delivered to the other party.

6. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

As to Keystone:	As to Municipality:
Keystone Municipal Services, Inc.	Haverford Township
801 Yale Avenue, Suite 622	1014 Darby Road
Swarthmore, PA 19081	Havertown, PA 19083

7. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

8. Agency

The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint Keystone as the Municipalities Representative for the services indicated within this Agreement. Upon appointment of Keystone by the Municipality, Keystone shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, Keystone shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. Keystone agrees to perform the Services in accordance with all applicable provisions of the Municipalities Planning Code and any other State or Federal Law applicable to the Municipality.

9. Indemnification

(a) Keystone shall defend, indemnify and hold harmless the Municipality, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the Code Inspector's negligent acts or omissions under this Agreement.

(b) The Municipality agrees to defend, indemnify and hold harmless Keystone, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the Municipality's negligent acts or omissions under this Agreement

(c) The Municipality agrees to indemnify and hold Keystone, its principals, its officers, employees, agents, affiliates, subcontractors and representatives harmless from and against any liability incurred in connection with any proceeding in which Keystone may be involved as a party arising out of services rendered under this Agreement, including, without limitation, liabilities resulting from any actual or alleged breach of neglect of duty, error, negligence, or misstatement, except to the extent covered by insurance or paid by other indemnity, and except:

1. Where such indemnification is expressly prohibited by applicable law;
2. Where the liability arises from conduct of Keystone which has been finally determined by a court of law to constitute willful misconduct or recklessness;
3. Where the liability is based upon or attributable to the receipt by Keystone of a personal benefit to which it is not legally entitled.

For purposes of this paragraph, liability means any damage, (exclusive of punitive damages), judgment, fine, penalty, cost, expense of any nature, and without limitation, attorney fees.

(d) Keystone shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed by other parties.

(e) The Municipality shall further defend, indemnify and hold Keystone harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection performed by other parties.

The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Municipality or Keystone under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, et seq., its successor statute or any other Federal or State Law.

10. Insurance

Keystone shall, at their own expense, obtain and maintain the following insurance coverage for all operations being performed for The Municipality:

A. Workers Compensation Insurance/Employer's Liability

Workers Compensation Insurance/Employer's Liability shall be maintained in limits adequate to meet the state minimum requirements of $100,000 per occurrence for bodily injury, $100,000 per occurrence for bodily injury by disease, and $500,000 aggregate coverage for bodily injury.

B. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract. General Liability policy shall name The Municipality, it's offices or agencies as applicable, and their officers, directors, agents, employees and volunteers as additional insureds on a primary and noncontributory basis.

C. Professional Liability/Errors & Omissions Insurance

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

D. Business Automobile Liability (if applicable)

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:

Combined Single Limit	$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	$ 1,000,000

E. 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	$2,000,000
Aggregate	$2,000,000

11. Employee Retention

Keystone and Municipality recognize and agree on the importance of employee retention and recognize that Keystone has invested monies in the certification, training and retention of its employees. Due to this undisputable fact, the Municipality shall not make an offer for employment to any employee of Keystone,

or anyone who has been an employee of Keystone within 120 days, within one (1) year of the date that this Agreement is terminated. If the Municipality wishes to make an offer of employment to any employee of Keystone, or anyone who has been an employee of Keystone within 120 days, within one (1) year of the date that this Agreement is terminated the Municipality shall pay Keystone a Referral/Finder's Fee in the amount of five thousand dollars ($5000.00) payable on the first day of employment of the individual.

12. Entire Agreement

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

13. Amendment

This Agreement may be modified, amended or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

14. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

15. Effective Date

This Agreement shall be effective the date upon which the Municipality, at a regularly scheduled public meeting, adopts the terms and provisions of this Agreement and appoints Keystone to act on its behalf in the capacity indicated.

16. Wavier of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that parties right to subsequently enforce or compel strict compliance with every provision of this Agreement.

17. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and their relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

_____ Date 9/2/21

Richard T. O'Brien
Keystone Municipal Services, Inc.

_____ Date _____

Haverford Township

Cost of Services

2021 Rate Schedule

Zoning Administration	$85.00 per hour
UCC Building Inspection/Plan Review	
Commercial and Residential Building Construction Inspection	$75.00 per hour
Commercial and Residential Plan Review Services	$75.00 per hour
Code Department Administrative Support	$60.00 per hour
Code Enforcement Services (Miscellaneous Ordinance Enforcement)	$75.00 per hour
Fire Marshal Services	
Fire Marshal Administration	$75.00 per hour
Fire Inspections	$75.00 per hour
Property Maintenance/Apartment Inspections	$75.00 per hour
Code Legislation Support Services	$100.00 per hour
Court Time/Expert Testimony	$110.00 per hour

(Other than Zoning Hearing Board where Keystone Municipal Services, Inc. is the appointed Zoning Officer/Administrator)

UCC Electrical Inspection/Plan Review

Residential Electrical Inspections and Plan Review	
Service Only Inspections	
Single Meter 30 thru 200 Amps	$75.00
Single Meter over 200 thru 400 Amps	$90.00
Single Meter over 400 thru 600 Amps	$100.00
Single Meter over 600 thru 1200 Amps	$200.00
Single Meter over 1200 Amps	$275.00
Services exceeding one meter (per meter in addition to above)	$15.00
Swimming Pools	
In-Ground Swimming Pools	$275.00
(Includes 2 Bonding and 1 Equipment wiring inspections)	
Above Ground Pools/Hot Tub	$175.00
(Includes 2 Bonding and 1 Equipment wiring inspections)	
Pennsylvania Pool Certification	$270.00
Temporary Services	
30 thru 200 Amps	$60.00
Over 200 thru 400 Amps	$90.00
Over 400 Amps	$150.00
Residential (Entire Dwelling Unit – Service, Rough & Final included)	
Single Family Dwelling 200 Amps and under	$200.00
Single Family Dwelling 200 Amps thru 400 Amps	$225.00
Single Family Dwelling over 400 Amps	$250.00
Residential Addition (Rough and Final)	$175.00

HVAC Wiring	$55.00
Miscellaneous Inspections	$55.00
Modular and Mobile Homes	
Modular homes; service and connections, 200 Amps and under	$200.00
Mobile homes; service, feeder, disconnect and receptacles	$225.00
Residential Signaling Systems, Fire Alarms, Security Systems	
System inspection including 25 devices	$100.00
Each additional 25 devices or portion thereof	$25.00
Electrical Vehicle Charging Station	$100.00 each station

Residential Notes:

1. The Prices referenced above typically include plan review and rough and final inspections.
2. One re-inspection is included in above prices.

Miscellaneous Non-Residential Inspections	
Cell Sites – Services and Equipment	$200.00
Electric Signs	
Single Unit	$50.00
Each additional unit	$20.00
Parking Lot Poles	
First five fixtures	$150.00
Each additional fixture	$7.00
Non-Residential Signaling Systems, Fire Alarms, Security Systems	
System inspection including 25 devices	$200.00
Each additional 25 devices or portion thereof	$20.00
Electrical Vehicle Charging Station	$100.00 each station
Multi Family Structures or Motel/Hotel Facilities	$65.00 per unit

Commercial, Industrial and Institutional Electrical Inspections 2% of Construction Cost, $250.00 Min. Based on the total cost of the electrical portion of the construction project including tele/data and security wiring.

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, October 4, 2021

7:00 P.M.

Presentation by the EAC: the Township's updated Climate Action Plan that was produced in conjunction with participation in the PADEP Local Climate Action Program

Commissioner Committee Updates

Police Department - Crime Update

NEXT WEEK:

Ordinance No. P14-2021	**Additions to Historic Resource Survey (1st Reading)**
Ordinance No. P18-2021	**Amendment to Cell Tower Lease (2nd Reading)**

EXECUTIVE SESSION: 6:30 p.m. – PERSONNEL AND LEGAL

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING

Monday, November 8, 2021 AT 7:00 PM

1. **Opening of Meeting**

   a. **Roll Call**

   b. **Pledge of Allegiance**

2. **Citizens Forum – 30 Minutes Registered Speakers/AGENDA ITEMS ONLY**

3. **Swearing-In Ceremony – 5th Ward Commissioner-Elect Laura Cavender**

4. **Commissioner Committee Update**

5. **Bureau of Fire Update**

6. **Police Department - Crime Update**

7. **Township Auditor Update**

8. **David R. Burman - Township Manager Update**

9. **Approval of Minutes** **Regular Meeting Minutes of October 12, 2021**

Motion: to approve the Regular Meeting Minutes of October 12, 2021.

Voting order 1 2 3 4 5 6 9 7 8

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

Motion: to approve the following warrant #11-2021 totaling $5,061,305.14

General & Sewer fund Payroll for October 14, 2021 in the amount of $717,350.02
General & Sewer fund Payroll for October 28, 2021 in the amount of $688,733.91
General Fund disbursements #11-2021 in the amount of $186,797.81
Sewer Fund disbursements #11-2021 in the amount of $3,113,994.61
Community Development Block Grant Fund disbursement #11-2021 in the amount of $55,914.86
Capital Projects Fund disbursement #11-2021 in the amount of $242,400.24
American Rescue Plan Fund disbursement #11-2021 in the amount of $24,517.80
ACH – PA Office of Unemployment Benefits 3rd Qtr in the amount of $2,462.23
Credit Card Statement ending October 27, 2021 in the amount of $19,133.66

Voting order 1 2 3 4 5 6 9 7 8

11. <u>Ordinance No. P14-2021</u> Additions to Historic Resources Survey (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P14-2021 AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY.

Voting order 1 2 3 4 5 6 9 7 8

12. <u>Ordinance No. P19-2021</u> Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P19-2021 authorizing traffic restrictions on the following highways:

<u>Special Purpose Parking Zones</u>

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

<u>Parking Time Limited</u>

<u>Rescind:</u>

Clover Lane, east - 8:00 am to 4 pm -2 hours from East Eagle Road to E. Hathaway Lane

Voting order 1 2 3 4 5 6 9 7 8

13. <u>Ordinance No. P20-2021</u> Traffic (1st Reading)

Motion: to adopt Ordinance No. P20-2021 authorizing traffic restrictions on the following highways:

<u>Establish</u>:

Parking of Commercial Vehicles Prohibited at all Times

N. Belfield Avenue both sides from Steel Road extending 160 feet past Leedom Road.

Voting order 1 2 3 4 5 6 9 7 8

14. <u>Resolution No. 2237-2021</u> Primary and Alternate Sewage Enforcement Officer

Motion: to adopt Resolution No. 2237-2021 adopting and approving submission the names, address and phone number of the primary and alternate sewage enforcement officers for Haverford Township to the Department of Environmental Protection.

Voting order 1 2 3 4 5 6 9 7 8

15. <u>Resolution No. 2240-2021</u> American Rescue Plan Act

Motion: to adopt Resolution No. 2240-2021 approves premium payments to Volunteer Firefighters serving Bon Air, Brookline, Llanerch, Manoa and Oakmont Fire Companies.

Voting order 1 2 3 4 5 6 9 7 8

16. <u>Resolution No. 2241-2021</u> Subdivision – 111-115 County Line Road

Motion: to adopt Resolution No. 2241-2021 approving the Preliminary/Final Minor Subdivision Plan for DN Investments, LLC, for the property located at 111-115 County Line Road, Bryn Mawr, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-05-00215-00 & 22-05-00216-00 has been submitted to permit the subdivision of a 53,029 square foot lot into three (3) parcels. The resultant lot areas are as follows: Lot "1" – 16,264 square feet, Lot "2"- 16,244 square feet, and Lot "3" - 20,521 square feet. The subject property is within the <u>R-4, Low to Medium</u> Residential District, and is located in the 5th Ward. The aforesaid plans were prepared by Herbert MacCombie, Jr. P.E., Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 17, 2021, and last revised on August 23, 2021; subject to the recommendations of the Planning Commission.

Voting order 1 2 3 4 5 6 9 7 8

17. <u>Resolution No. 2242-2021</u> COVID-19 – Back to Business Grant Program

Motion: to adopt Resolution 2242-2021 authorizing the closure of the "Back to Business – Phase 1" program that provided assistance to local businesses and not for profits who experienced the negative economic effects of the COVID-19 pandemic and authorizing the opening of the "Back to Business – Phase 2" program which expands eligibility criteria.

Voting order 1 2 3 4 5 6 9 7 8

18. <u>Resolution No. 2243-2021</u> Lot Consolidation – 155 Coopertown Road

Motion: To adopt Resolution No. 2243-2021 approving the Lot Line Correction Plan for Denis and Anne Marie Friel, 155 Coopertown Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-04-00147-01 has been submitted to permit the consolidation of an 8.5 foot wide portion of land abutting the Legal Right-of-Way Lines of Coopertown Road and College Avenue with the subject property. No construction, or other development activities are proposed as a result. The property is within the R-1 Residential Zoning District, and is located in the 5th Ward. The aforesaid plans were prepared by Nave Newell, Inc., Wayne, PA, dated January 15, 2021, and last revised July 12, 2021; subject to compliance of the Planning Commissions recommendations.

Voting order 1 2 3 4 5 6 9 7 8

19. <u>Resolution No. 2244-2021</u> Funding – Storm Sewer Repairs

Motion: to adopt Resolution 2244-2021 authorizing (2) storm sewer projects located at Frederick & Ellis Roads and at Euclid Avenue, respectively, to be funded through available monies within the Water, Sewer & Broadband Infrastructure category of the Haverford Township American Rescue Plan Act Spending Structure adopted by the Board of Commissioners at its August 9, 2021 meeting.

Voting order 1 2 3 4 5 6 9 7 8

20. <u>Resolution No. 2245-2021</u> ARLE Grant – Haverford Road

Motion: to adopt Resolution No. 2245-2021 that the Board of Commissioners of the Township of Haverford, Delaware County, and it is hereby resolved by authority of the same, that the Finance Director/Assistant Township Manager, Aimee M. Cuthbertson, of said POLITICAL SUBDIVISION be authorized and directed to sign the attached Automated Red Light Enforcement Program Project Funding Agreement on its behalf.

Voting order 1 2 3 4 5 6 9 7 8

21. Contracts/Agreements

Public Works – Seasonal Leaf Collection

Motion: to approve Independent Contractor Agreement with PAR – Recycle works, Philadelphia, PA for services related to seasonal leaf collection.

Voting order 1 2 3 4 5 6 9 7 8

Storm Sewer Repairs - Frederick and Ellis

Motion: to award a Storm Sewer Repairs contract to N. Abbonizio, in the amount of $359,540.00, submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

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

23. New business

24. Other business

25. Announcements:

BOARDS AND COMMISSIONS - RESUMES – DEADLINE – FRIDAY, NOVEMBER 12TH

2022 PRELIMINARY BUDGET MEETING – NOVEMBER 15 2021, 7:00 p.m.

26. Adjourn

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, OCTOBER 12, 2021 AT 7:00 PM

MINUTES

1. Opening of Meeting – Gerard T. Hart, President, opened the meeting and stated that the Board met in Executive Session prior to the meeting to discuss a personnel and real estate matter.

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

Also present: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Adam Matlawski, Esquire, Chief John Viola, Paramedic Jim McCans, Dan Mariani, Public Works Director, Brian Barrett, Public Works Director, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

b. Pledge of Allegiance

2. Citizens Forum – 30 Minutes Registered Speakers – Agenda Items Only

Mike Levin – 414 Mill Road – Brookline School

Upon observation: there have not been any air quality reports and he has noticed that workers on demolition were not wearing masks.

Peter Puglionesi – EAC member

Mr. Puglionesi thanked the board for all their support regarding the Delco Greenway Grant Application and the Climate Action Plan.

Mr. Puglionesi also spoke on the possibility of solar on fire house roofs.

Mr. Pennoni stated that during the abatement period of the Brookline School, there was full time monitoring and monitoring during demolition – there is part time inspection; air quality monitoring is not required.

3. West Chester Pike Adaptive Signal System – Update

The following representatives were present to discuss and find solutions for the traffic issues on West Chester Pike

PaDot Representative -Paul Lutz, Traffic Signals Supervisor for Chester and Delaware Counties

Rhythm Adaptive Systems Representative - Richard Cole

Pennoni Representative -Brian Keaveney

Conclusion: The first phase to check from Rhythm will take 6 weeks to see if the cables are communicating. If this does not solve the problem, they will need to install Thermal cameras.

4. Presentation: Kathleen Oulahan, Dunleavy Associates – Home Improvement Program

Ms. Oulahan was present to provide residents with a full description of the CDBG Program.

5. Bureau of Fire Update

Commissioner Wechsler reported for the month of September.

6. Township Auditor Update

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

7. David R. Burman - Township Manager Update

Mr. Burman announced that October 18 is the deadline to register to vote. This years' leaf season will be collected by Ward order. The township's recycling center will be closed during leaf season.

8. Approval of Minutes Regular Meeting Minutes of September 13, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of September 13, 2021.

Roll Called.

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

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the following warrant #10-2021 totaling $3,605,950.47

General & Sewer fund Payroll for September 16, 2021 in the amount of $639,190.80
General & Sewer fund Payroll for September 30, 2021 in the amount of $700,645.21
General Fund disbursements #10-2021 in the amount of $1,706,305.05
Sewer Fund disbursements #10-2021 in the amount of $184,905.65
Community Development Block Grant Fund disbursement #10-2021 in the amount of $88,690.33

Capital Projects Fund disbursement #10-2021 in the amount of $234,638.53
American Rescue Plan Fund disbursement #10-2021 in the amount of $40,378.55
Credit Card Statement ending September 27, 2021 in the amount of $11,196.35

Roll Called.

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

Settlement and Stipulation

Motion made by Commissioner Holmes and seconded by Commissioner Oliva to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 123 W Eagle Road (D.C. Folio #22-03-00949-00) pending in the Court of Common Pleas of Delaware County, No. 2020-009373; and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

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

10. Ordinance No. P14-2021 — **Additions to Historic Resources Survey (1st Reading)**

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P14-2021 AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY.

Commissioner Holmes asked to amend the Ordinance by deleting Karakung Drive, 835 Wynnewood Road, 774 Millbrook Lane, The Allgates Wall, Walton Lane SEPTA portion on Karakung Drive, 749 Millbrook Lane, 1419 Darby Road and 2208 Darby Road.

Commissioners McCloskey and Quinn accepted the amendments.

Roll Called.

8 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Holmes, Wechsler, Quinn and Hart.

Commissioners Siegel voted No.

11. Ordinance No. P18-2021 Amendment to Cell Tower Lease (2nd Reading)

Motion made by Commissioner McCabe and seconded by Commissioner Siegel to adopt the second reading of Ordinance No. P18-2021 Amending existing ground lease by and between Township of Haverford and UniSite/Omnipoint PA Tower Venture LLC f/k/a Omnipoint PA Tower Venture, LLC, for property located at 2325 Darby Road.

Roll Called.

8 Commissioners Votes Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, McCabe, Holmes, Quinn and Hart.

Commissioner Wechsler voted No.

12. Ordinance No. P19-2021 Traffic (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P19-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

Parking Time Limited

Rescind:

Clover Lane, east - 8:00 am to 4 pm -2 hours from East Eagle Road to E. Hathaway Lane

Roll Called.

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

13. Resolution No. 2233-2021 Haverford Township / DELCO GREENWAYS Grant Round 2

Motion made by Commissioner Oliva and seconded by Commissioner McCloskey to adopt Resolution No. 2233-2021 that the Commissioners of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance and that the Township Manager is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Roll Called.

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

14. Resolution No. 2234-2021 Keystone Grant Application – Library renovations

Motion made by Commissioner and seconded by Commissioner Quinn to adopt Resolution No. 2234-2021 showing matching funds and support of Haverford Township Free Library's application for a $750,000 grant from the Keystone Recreation, Park & Conservation Program for the renovation project planned at the Haverford Township Free Library and authorizes the Township Manager, David R. Burman of the said Township of Haverford be authorized and directed to sign and submit the said grant application to the Pennsylvania Department of Education through the Office of Commonwealth Libraries Keystone Recreation, Park and Conservation Fund.

Roll Called.

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

15. Resolution No. 2235-2021 Amendment to Fee Schedule – Shade Trees

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2235-2021 amending the township's Fee Schedule, in lieu of revised Shade Tree Ordinance, and charge appropriate costs for certain public services.

Roll Called.

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

16. Resolution No. 2236-2021 Climate Action Plan

Motion made by Commissioner McCloskey and seconded by Commissioner D'Emilio to adopt Resolution No. 2236-2021 adopting and directing the Township Manager to commence implementation of the measures contained herewith.

Roll Called.

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

17. Contract Awards/Agreements

Public Works

Traffic Signal Maintenance Contract

Motion made by Commissioner McCloskey and seconded by Commissioner Siegel to award a 2-year Traffic Signal Maintenance Contract to Signal Service, West Chester, PA, in the amount of $35,755.00; submitting the lowest responsible bid.

Roll Called.

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

HUD/Home Program

Motion made by Commissioner McCabe and seconded by Commissioner Holmes to enter into a contract for Professional Services by and between the Township of Haverford and Anthony J. Dunleavy Associates for rehabilitation assistance in the amount of $156,000.00.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to enter into a contract for Professional Services by and between the Township of Haverford and Anthony J. Dunleavy Associates to prepare all Annual and Evaluation Reports under HUD regulations in the amount of $197,892.00.

Roll Called.

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

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to enter into an agreement by and between the Township of Haverford and Surrey Services for Seniors to extend public services relating to COVID-19 to Haverford Township residents in

the operation of the Senior Center on 401 Brookline Boulevard. Grantee will operate its Program in accordance with Federal requirements.

Roll Called.

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

Agreements

Motion made by Commissioner McCabe and seconded by Commissioner Wechsler to approve a Professional Services Agreement with Keystone Municipal Services of Swarthmore, PA for services as a Construction Code Official in accordance with the Pennsylvania Uniform Construction Code, on as needed basis, at a rate of $75 per hour.

Roll Called.

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

18. Purchases

Parks & Recreation/CREC

Replacement Carpet

Motion made by Commissioner Oliva and seconded by Commissioner McCabe to authorize the purchase of replacement carpet for the multi-use room and the lobby, from Franklin Flooring, Inc, Pottstown, PA, under CoStars MRO 008-220, in the amount of $16,055.00.

Roll Called.

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

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

Michelle Alvare – 134 Hastings Avenue

Mrs. Alvare thanked the Board for approving the Delco Greenway Grant Application.

She questioned why the Zoning Hearing Board denied the libraries variance for expansion.

Jay Field – 144 Fawn Lane – President HTLL

Mr. Field thanked the board for the new benches and fences. Permanent lights are needed for lower Karakung field. Mr. Field is requesting the Board to co-sign a loan with them for permanents lights. WSFS is also requesting the township be the guarantor.

Ross Anderson – 220 Heatherwood Road

Mr. Anderson asked "What exactly happened at the Zoning Hearing Board Meeting regarding the library.

He also requested that the Comprehensive Plan Steering Committee would consider potential driverless cars.

Sheryl Forste-Grupp – 107 Llandaff Road

So many residents are disappointed in the Zoning Hearing Board's decision regarding the library. Research shows that home values increase approximately $9,500 with a viable library. Our library contributes to our community – move forward and be creative.

20. New business

Commissioner McCloskey asked to add a motion to the agenda regarding appealing/intervening the Zoning Hearing Boards decision. All Commissioners said yes.

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to authorize the Township Solicitor to appeal or intervene in the Zoning Hearing Board's decision.

Roll Called.

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

Commissioner Hart announced that the Shade Tree Commission will be holding a lottery to give away 40 Oak trees.

Commissioner Siegel asked to add a motion to consider adding the Brookline School site to the agenda for vote as a library.

6 Commissioners voted No: Commissioners D'Emilio, Oliva, McCloskey, McCabe, Quinn and Hart.

3 Commissioners voted Yes: Commissioners Siegel, Holmes and Wechsler.

21. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio announced that leaf season begins on November 1st.

The Comprehensive Steering Committee has met with residents. They will be presenting a draft in January.

He thanked West Gate Hills for their Saturday event dedicating a new memorial – Heart of Westgate.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva thanked everyone involved in organizing Haverford Township Day.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey thanked the Oakmont Fire Company for their Open House on October 7th.

Commissioner McCloskey is very disappointed in the Zoning Hearing Board's decision. He is waiting for a reason.

Daniel J. Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel indicated that he has been on this board for 13 years – the Library is still at a standstill. Everyone needs to "Exercise their Minds".

November 2nd is election day. This is prime time to vote for Judges. Judges are crucial.

Bernie McCabe – 5th Ward Commissioner

With this being his last meeting and meeting with 5th Ward residents; he knows how special Andy Lewis was.

Commissioner McCabe thanked everyone that has helped him these past few months.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes reminded everyone that applications are now due for those interested in serving on the many boards and commissions. The deadline is November 12th.

Commissioner Holmes recognized Kathy Dawson, a long-time volunteer (she was sitting in the audience) in the township. Kathy is of the caliber of volunteers we are interviewing.

Everyone needs to take the upcoming election seriously. Exercise your duty.

Commissioner Holmes stated that it's a privilege to work with Commissioner McCabe.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also thanked Commissioner McCabe.

The township's next Shredding Event is Saturday, October 23rd.

The Hilltop Civic Association needs volunteers.

Commissioner Wechsler thanked Commissioner Siegel for his passion.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also had high praises for Commissioner McCabe.

The ALS Benefit was a major success. He truly enjoyed Haverford Township Day (his favorite day).

October 18th is the last day to register to vote.

Gerard T. Hart, M.D. – 8th Ward Commissioner

Commissioner Hart announced that there is no Work Session in November, the Regular Meeting of the Board will be November 8th and the Preliminary Budget Meeting is November 15th.

He, too, thanked Commissioner McCabe.

Commissioner Hart was happy to announce that three proposed properties will be added to the Historic Resource Survey.

Commissioner Hart agrees that the appeal to the Zoning Hearing Board regarding the library expansion/renovations is the next step.

NO WORK SESSION IN NOVEMBER

NEXT REGULAR MEETING: MONDAY, NOVEMBER 8TH

PRELIMINARY BUDGET MEETING: MONDAY, NOVEMBER 15TH

DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION – FRIDAY, NOVEMBER 12, 2021

22. All Commissioners agreed to adjourn.

REVISED
ORDINANCE NO. P14-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY ADOPTED BY REFERENCE THEREIN.

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. HISTORICAL RESOURCE SURVEY AMENDMENT

Pursuant to the General Laws of the Township of Haverford, Ordinance 1960 as amended and supplemented, Chapter 182 *Zoning*, Article XIII *Historic Preservation* §182-1304, *Historical Resource Survey*, the following additions are proposed to the Survey:

Survey Code	DC Folio No.	Site	Description
HRSF-010	22-03-01079-00	0 (aka 2200) Grasslyn Avenue	American Legion Post
HRSF-011	22-03-02021-00	38 East Turnbull Avenue	Sears "Elsmore" House
HRSF-019	22-05-00138-00	833 Buck Lane	Garrigues House

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

The provisions of this Ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board of Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect become effective ten (10) days after publication following final adoption by this Board of Commissioners.

ADOPTED this 8th day of November, 2021.

TOWNSHIP OF HAVERFORD

ATTEST:

_____ By: _____

David R. Burman
Township Manager/Secretary

Gerard T. Hart, President
Board of Commissioners

Attest

ORDINANCE NO. P19-2021

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 175-95, Schedule XX: Special Purpose Parking Zones

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

SECTION 2. That Section 175-94 Schedule XIX: Parking Time Limited

Rescind: Clover Lane, East, 8 am to 4 pm, 2 hours, from E. Eagle Road to E. Hathaway Lane

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 8th day of November, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P20-2021

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 175-28C: Parking of Commercial Vehicles Prohibited at all Times

Establish:

N. Belfield Avenue both sides from Steel Road extending 160 feet past 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 , 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

RESOLUTION NO. 2237-2021
SELECTION OF PRIMARY AND ALTERNATE SEWAGE ENFORCEMENT OFFICER FOR CALENDAR YEAR 2022

RESOLUTION OF THE COMMISSIONER OF HAVERFORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 8 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 thereunder, Chapter 72 of Title 25 of the Pennsylvania Code require the municipality to employ an adequate number of sewage enforcement officers or contract with individuals, firms, or corporations to adequately perform the services of sewage enforcement officers to administer the provision of Section 7 of the Pennsylvania Sewage Facilities Act, and

WHEREAS Section 8 of the Pennsylvania Sewage Facilities Act requires that the municipality have at least one alternate sewage enforcement officer as authorized by the local agency to work in the municipality or municipalities of the local agency, and

WHEREAS Section 8 of the Pennsylvania Sewage Facilities Act requires that the municipality adopt by resolution a list of individuals who are sewage enforcement officers employed by companies or corporations under contract with the local agency to perform the services of sewage enforcement officers.

NOW, THEREFORE, BE IT RESOLVED that the HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS hereby adopt and submit to the Department, the name, address, and phone number of the primary and alternate sewage enforcement officers for HAVERFORD TOWNSHIP for the calendar year 2022:

	Primary SEO	Alternate SEO
Name	Bridget Gillen	Mark Bryan
Mailing Address	1900 Market Street, Suite 300	Environmental Mgmt & Consulting
Phone Number	215-254-7753	3706 Corey Lane, Thorndale, PA
Email Address	bgillen@pennoni.com	484-888-6923

I, David R. Burman,Township Manager/Secretary, of the Township of Haverford, hereby certify that the foregoing is a true copy of the township's Resolution #2237-2021, adopted the 8th day of November, 2021.

Township of Haverford

By: Gerard T. Hart
President

Attest: David R. Burman, Township Manager

memo

To: Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401
Attn: Sewage Facilities Section (Clean Water)

From: David R. Burman
Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083

Date: November 9, 2021
Re: **Identification of Primary and Alternate SEOs**

	Primary SEO	Alternate SEO
Name	Bridget Gillen	Mark Bryan
Mailing Address	1900 Market Street, Suite 300 Philadelphia, PA	Environmental Mgmt & Consulting 3706 Corey Lane Thorndale, PA
Phone Number	215-254-7753	484-888-6923
Email Address	<BGillen@Pennoni.com>	

Resolution No. 2240 -2021

American Rescue Plan Act
Premium Payments to Volunteers Serving Bon Air,
Brookline, Llanerch, Manoa, and Oakmont Fire Companies

WHEREAS, the American Rescue Plan Act allows municipalities "to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers"; and,

WHEREAS, on August 9, 2021 the Board of Commissioners approved a proposed spending structure for the first $9.9 million of funds received through the American Rescue Plan Act; and,

WHEREAS, the approved spending structure includes an allocation for premium pay; and,

WHEREAS, the United States Treasury expressed an expectation that such funding will be directed to lower wage workers; and,

WHEREAS, Volunteer Firefighters in Haverford Township receive no wages for the essential work they perform while protecting lives and property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford hereby approves the premium payments to Volunteer Firefighters as indicated in Exhibit "A".

RESOLVED THIS 8th day of November 2021.

TOWNSHIP OF HAVERFORD

Attest:

_____
Gerard T. Hart, President

_____
David R. Burman, Township Manager

Premium Payments to Volunteers Serving Bon Air, Brookline, Llanerch, Manoa, and Oakmont Fire Companies

Section 1 - Premium Payment Program established.
Each qualifying volunteer of the Bon Air. Brookline, Llanerch, Manoa and Oakmont Fire Companies (the "fire companies"), who is certified as such in accordance with the provisions of this Resolution, shall be entitled to receive a payment of $950.00 from the Township's allocation of funds from the American Rescue Plan Act.

Section 2 - Qualifying volunteer; eligibility period.
A "qualifying volunteer" shall be a volunteer who has accumulated 315 service credits (or 200 annualized service credits), as defined in Section 3, during the eligibility period. The eligibility period shall be March 13, 2020 through December September 30, 2021. A qualifying volunteer must also be an active volunteer as of October 31, 2021.

Section 3 - Service credits.
Each department chief will monitor service on a quarterly basis to ensure consistent service throughout the year. Service credits will be earned as follows:

A. Firefighters: five credits for each active firefighting call answered.

B. Training: one credit for each hour of training attended.

C. Administrative service: one credit for each hour of service in fund-raising, facility/equipment maintenance, community goodwill, auxiliary. or fire police services.

Section 4 - Recordkeeping.
The Township will furnish uniform recordkeeping summary templates for volunteer applications and certifications. Each fire chief (or designee) shall establish and maintain service logs documenting all credit activity hours for each volunteer. These logs are subject to inspection by the municipality and other regulatory agencies (e.g., State Fire Commissioner) and should be the basis for the Chief's notarized list of volunteers who have met the criteria for this payment.

Section 5 - Certification of qualifying volunteers.
By November 30, 2021, each company's fire chief (or designee) and another officer of the company must submit a notarized list of qualifying volunteers, along with copies of each individual volunteer's annual application, to the Township's Director of Finance.

Section 6 - Volunteer application.
A volunteer who wants to take advantage of the payment must sign and submit an application for certification to their chief or supervisor, who will sign and attest that the volunteer meets the qualifications of the program. The application will then be forwarded to the Township.

Section 7 - Payment.
Within 30 days of full submission of acceptable application and certification by the volunteer's Fire Chief, the Township will generate a payment to the volunteer. This payment will be paid via check made payable to the volunteer.

Section 8 - Appeal process.
If the Township deems a volunteer's application for this program to be unqualified or incomplete and rejects

the application, any volunteer deemed unqualified or ineligible shall have the right to appeal said decision. A volunteer will have 30 days to appeal the decision with a written appeal to the Township Manager. All appeals shall follow the provisions of 2 Pa.C.S.A. Chapter 5. Subchapter B (relating to practice and procedure of local agencies), and 2 Pa.C.S.A. Chapter 7. Subchapter B (relating to judicial review of local agency action), also known as the "Local Agency Law."

RESOLUTION NO. 2241-2021

WHEREAS, the Preliminary/Final Minor Subdivision Plan for DN Investments, LLC, for the property located at 111-115 County Line Road, Bryn Mawr, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-05-00215-00 & 22-05-00216-00 has been submitted to permit the subdivision of a 53,029 square foot lot into three (3) parcels. The resultant lot areas are as follows: Lot "1" – 16,264 square feet, Lot "2"- 16,244 square feet, and Lot "3" - 20,521 square feet. The subject property is within the R-4, Low to Medium Residential District, and is located in the 5th Ward. The aforesaid plans were prepared by Herbert MacCombie, Jr. P.E., Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 17, 2021, and last revised on August 23, 2021; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, September 23, 2021, 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 DN Investments, LLC, for the property located at 111-115 E. County Line Road, Haverford Township, Delaware County, dated June 17, 2021, and last revised on August 23, 2021, is **approved** subject to following conditions:

1. The applicant will comply with the outstanding items of the Township Engineer's review letter dated September 22, 2021 to the satisfaction of the Township;

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. §160-4.A regarding the two-step review process.
b. §160-5.B(3)[j] regarding a minimum right-of-way width of 50 feet. The existing right-of-way of County Line Road (S.R. 1009) is 33 feet wide.
c. §160-5B(4)(a) to construct curbs along County Line Road where storm sewers have not been provided.

d. §160-5B(4)(c) to construct sidewalks, provided a pedestrian easement is recorded to provide for construction of sidewalk in the future.
e. §160-5.B(4)[f] regarding the requirement to provide streetlights.
f. §160-5C(4) to accept a fee in lieu of the requisite recreational open space area.

RESOLVED this 8th day of November, 2021.

TOWNSHIP OF HAVERFORD

By:

Gerard T. Hart
President
Board of Commissioners

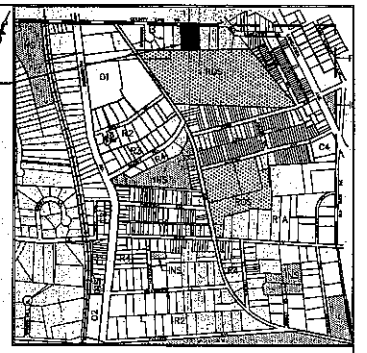
Attest: David R. Burman
Township Manager/Secretary

HIGHWAY OCCUPANCY PERMIT NOTES:

1. ALL SIGHT DISTANCE OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO EMBANKMENTS AND VEGETATION) SHALL BE REMOVED BY THE PERMITTEE TO PROVIDE A MINIMUM OF 300 FEET OF CONTINUOUS SIGHT DISTANCE TO THE LEFT AND 195 FEET OF CONTINUOUS SIGHT DISTANCE TO THE RIGHT FOR A PERSON SITTING IN THE DRIVEWAY ONLY OF STATE HIGHWAY. THE ARROW MUST BE CONSIDERED TO BE RESTRICTED 10' FROM THE NEAR EDGE OF THE CLOSEST HIGHWAY THROUGH TRAVEL LANE AT AN EYE HEIGHT OF THREE FEET-SIX INCHES (3'-6") ABOVE THE PAVEMENT SURFACE. THE SIGHT IS CENTED BY THE DRIVER SHALL BE THREE FEET-SIX INCHES (3'-6") ABOVE THE PAVEMENT SURFACE LOCATED IN THE CENTER OF THE CLOSEST HIGHWAY THROUGH TRAVEL LANE OPPOSITE FOR USE BY APPROACHING TRAFFIC. THIS SIGHT DISTANCE SHALL BE MAINTAINED BY THE PERMITTEE.
2. THE POSTED SPEED LIMIT ON S.R. 1009 IS 30 MPH.
3. THE PERMITTEE SHALL ENSURE THAT THE SIGHT DISTANCE AT THE DRIVEWAYS SERVICING OTHER PROPERTIES OR AT SEWER INTERSECTIONS IS NOT REDUCED AS A RESULT OF THE WORK PERFORMED IN ACCORDANCE WITH THE STATE HIGHWAY OCCUPANCY PERMIT (INCLUDING LANDSCAPING), UNLESS EXISTING AND PROPOSED VALUES EXCEED THE DESIRABLE VALUES SPECIFIED IN THE PENNSYLVANIA CODE, TITLE 67, TRANSPORTATION, CHAPTER 441.8.b.1.
4. ALL WORK PERFORMED WITHIN THE STATE LEGAL RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH PENNDOT PUBLICATION 72M, STANDARDS FOR ROADWAY CONSTRUCTION, RC-OM TO TOOM, AS AMENDED.
5. NO TRAFFIC RESTRICTIONS OR LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 6:00 AM TO 9:30 AM AND 3:00 PM TO 6:00 PM, MONDAY THROUGH FRIDAY AND LEGAL HOLIDAYS.
6. ACCESS TO ALL DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES.
7. PRIOR TO THE START OF ANY CONSTRUCTION THE PERMITTEE SHALL HAVE THE LOCATIONS OF ANY UNDERGROUND UTILITIES WITHIN THE AREA OF WORK VERIFIED IN THE FIELD IN ACCORDANCE WITH PA ACT 287 OF DEC. 16, 1974 AS AMENDED BY ACT 121 OF OCT. 9, 2008. PA ONE-CALL SERIAL #20213041598.
8. THE LEGAL RIGHT OF WAY WIDTH FOR S.R. 1009 OF 33' WAS OBTAINED FROM THE LEGAL DESCRIPTIONS CONTAINED IN THE DEED FOR THE SITE (BOOK 4714 PAGE 870) THAT IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF DELAWARE COUNTY IN MEDIA, PENNSYLVANIA.
9. MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE ITEMIZED PARA 102, 106, AND 201 IN PENNDOT PUBLICATION 213, "WORK ZONE TRAFFIC CONTROL GUIDELINES", AMENDED MARCH 2014, AND TITLE 67 PA CODE, CHAPTER 212, "OFFICIAL TRAFFIC CONTROL DEVICES", DATED FEBRUARY 4, 2006 OR MOST CURRENT.

SEDIMENTATION AND EROSION CONTROL MEASURES

1. SHOULD UNFORESEEN EROSIVE CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT. STOCKPILES OF WOOD CHIPS, HAY BALES, DRUSHED STONE AND OTHER MULCHES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.
2. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART I, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUB-PART C, PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
3. A COPY OF THIS EROSION AND SEDIMENTATION CONTROL PLAN MUST BE POSTED AT THE CONSTRUCTION SITE IN ACCORDANCE WITH STATE LAW.
4. EROSION CONTROL BLANKET & FORMULA B SEEDING SHALL BE PLACED IN SWALES, DIVERSIONS AND CHANNELS OF CONVEYANCE WHICH WILL BE RECEIVING WATER IMMEDIATELY AFTER CONSTRUCTION.
5. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENTATION CONTROLS MUST BE REMOVED, AREAS DISTURBED DURING REMOVAL OF THE CONTROLS MUST BE STABILIZED.
6. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETING MUST BE PERFORMED IMMEDIATELY.
7. THE DEVELOPER WILL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROLS AND RELATED ITEMS INCLUDED WITHIN THIS PLAN.
8. SHOULD ANY MEASURES CONTAINED WITHIN THIS PLAN PROVE INADEQUATE OR ACCIDENTLY REMOVING SEDIMENT FROM ON-SITE FLOWS PRIOR TO DISCHARGE OR OF STABILIZING THE SURFACES INVOLVED, ADDITIONAL MEASURES MUST BE IMMEDIATELY IMPLEMENTED BY THE DEVELOPER TO ELIMINATE ALL SUCH PROBLEMS.



LOCATION MAP
SCALE:1"=600'

NOTES:

1. TOTAL SITE AREA: 81,333 S.F. 1.4080 AC. GROSS AREA
   8,304 S.F. 0.1936 AC. AREA IN R.O.W.
   53,029 S.F. 1.2174 AC. NET AREA
2. SITE IS ZONED R-4 RESIDENTIAL.
   REQUIREMENTS (SINGLE FAMILY):
   LOT SIZE: 6,000 S.F. (MIN.)
   STREET FRONTAGE: 38 FT. (MIN.)
   LOT WIDTH AT BUILDING LINE: 50 FT. (MIN.)
   BUILDING COVERAGE: 30% (MAX.)
   FRONT YARD: 30 FT. (MIN.)
   SIDE YARD: (CORNER LOT) 12 FT. (MIN.) (OTHER STREET)
   SIDE YARD: 20 FT. (MIN. AGGR.)
   SIDE YARD: 8 FT. (MIN. EACH)
   REAR YARD: 25 FT. (MIN.)
   HEIGHT: 35 FT. (MAX.)
   IMPERVIOUS SURFACE RATIO: 45% (MAX.)
3. SITE IS SERVICED BY PUBLIC WATER AND SEWER.
4. SITE DOES NOT CONTAIN ANY FLOOD PLAIN OR FLOOD HAZARD AREAS.
5. BENCHMARK REFERENCE: HAVERFORD TOWNSHIP ELEV. #605-PLATE AT FOOT OF BRIDGE WALL, P.W.M.R.R. OVER LANDOVER ROAD. ELEV.=360.30.
6. EXISTING SOIL TYPE: UugB- URBAN LAND, UDORTHENTS, SCHIST AND GNEISS COMPLEX, 0% TO 8% SLOPES.
7. PRIOR TO THE START OF ANY CONSTRUCTION THE CONTRACTOR SHALL HAVE THE LOCATION OF ANY UNDERGROUND UTILITIES WITHIN THE AREA OF WORK VERIFIED IN THE FIELD IN ACCORDANCE WITH PA ACT 287 OF 1974 AS AMENDED BY PA ACT 181 OF 2008, 73 P.S. 178 ET. SEQ.
8. BY LAW A COPY OF THIS APPROVED PLAN SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.
9. ANY CONSTRUCTION OR GRADING TO BE DONE SHALL BE DONE IN ACCORDANCE WITH TOWNSHIP OF HAVERFORD EROSION AND SEDIMENT CONTROL ORDINANCE No. 1503.
10. EXTREME CARE SHALL BE UNDERTAKEN DURING THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT IN ORDER TO PROTECT THE HEALTH AND VIGOR OF THE EXISTING TREES LOCATED WITHIN THE TREE PROTECTION ZONE AS OUTLINED IN HAVERFORD TOWNSHIP ORDINANCE No. 1680, SECTION 5, PARAGRAPH 5.
11. DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING TEMPORARY EROSION CONTROL MEASURES AND PERMANENT STORMWATER MANAGEMENT FACILITIES. AFTER CONSTRUCTION THE HOMEOWNER IS RESPONSIBLE FOR MAINTAINING STORMWATER MANAGEMENT FACILITIES.
12. PURSUANT TO SECTION 420 OF THE ACT OF JUNE 1, 1945 (P.L. 1242, No. 428), KNOWN AS THE "STATE HIGHWAY LAW," A STATE HIGHWAY OCCUPANCY PERMIT IS REQUIRED BEFORE ACCESS TO COUNTY LINE ROAD (SR. 1009 L.R. 23036) IS PERMITTED.
13. LEGEND:

408	EXISTING CONTOUR
408	PROPOSED CONTOUR
408.09	EXISTING SPOT ELEVATION
408.25	PROPOSED SPOT ELEVATION
SL	PROPOSED SANITARY SEWER LATERAL
WS	PROPOSED WATER SERVICE
	SILT BARRIER FENCE
	CONSTRUCTION FENCE
	DIRECTION OF SURFACE WATER RUNOFF
D.S.	INFILTRATION TEST HOLE
T.P.	TEST PIT
	PROPOSED MONUMENT
	TREES TO BE REMOVED
	TREE PROTECTION FENCE

NOTE: THERE IS NO PROPOSED GRAVITY SEWER SERVICE TO ANY OF THE PROPOSED BASEMENTS.

NOTE:
CONSTRUCTION FENCE SHALL BE PLACED ON-SITE AT LIMIT OF DISTURBANCE.

GRADING AND EROSION CONTROL MEASURES

1. PLACE AND PROPERLY SECURE CONSTRUCTION FENCE FOR SPREAD BASINS AS SHOWN ON THE PLANS.
2. PLACE AND PROPERLY SECURE SUPER SILT BARRIER FENCE AT THE LOCATIONS SHOWN ON THE PLAN. CHECK SUPER SILT BARRIER FENCE WEEKLY AND AFTER EACH RAINFALL FOR SERVICEABILITY. REPAIR OR REPLACE ANY DAMAGED SECTIONS IMMEDIATELY.
3. IMMEDIATELY PLACE 30 L.F. OF ROCK CONSTRUCTION ENTRANCE AT LOCATIONS SHOWN ON PLAN TO ACT AS SEDIMENT FILTER TRAP FOR TRUCK EGRESS. USE AASHTO #1 STONE AT 12 INCH DEPTH.
4. REMOVE EXISTING TREES TO BE REMOVED.
5. STRIP TOPSOIL & STOCKPILE, STABILIZE WITH TEMPORARY SEED & SOIL SUPPLEMENTS.
6. EXCAVATE FOR PROPOSED DWELLING FOOTINGS AND FOUNDATIONS ON EACH LOT, TEMPORARILY STOCKPILE TO THE REAR OF THE EXCAVATION.
7. CONSTRUCT FOOTINGS AND FOUNDATION WALLS TO THE PROPER ELEVATIONS AND BACKFILL AROUND WALLS TO FINAL GRADE.
8. CONSTRUCT PROPOSED UTILITY TIE-INS.
9. CONSTRUCT PROPOSED STORMWATER MANAGEMENT FACILITIES AT THE LOCATION AND GRADE SHOWN ON PLAN. TAP ROOF DRAINS AS NOTED DIRECTLY INTO THE SPREAD BASIN OR CATCH BASIN. PROVIDE "T" SECTIONS AT DOWNSPOUTS TO PROVIDE FOR OVERFLOW RELIEF TO DISCHARGE ONTO CONCRETE SPLASH PADS. NEWLY CONSTRUCTED INLETS OR CATCH BASINS SHALL BE "PROTECTED IN ACCORDANCE WITH DETAIL ON PLAN.
10. ALL EXCESS EXCAVATED GENERAL SOIL IS TO BE REMOVED FROM SITE
11. PLACE DRIVEWAY STONE BASE FOR EACH LOT, GRADE EACH LOT TO FINAL GRADE AND PAVE DRIVEWAY. REMOVE EXCESS EXCAVATED MATERIAL FROM SITE.
12. STABILIZE ALL EXPOSED AREAS WITH FORMULA "B" SEEDING AND SOIL SUPPLEMENTS AND MULCH. ANY DISTURBED AREAS TO BE LEFT EXPOSED PRIOR TO PERMANENT SEEDING SHALL BE IMMEDIATELY STABILIZED WITH TEMPORARY SEEDING (WITH FORMULA "E" SEEDING AND SOIL SUPPLEMENTS). ANY SEEDING THAT TAKES PLACE BETWEEN OCTOBER 15 AND MARCH 15 MUST BE SUPPLEMENTED WITH WINTER STABILIZATION OF HAY OR STRAW MULCH AT A RATE OF 3 TONS PER ACRE.
13. REMOVE SILT BARRIER FENCE AND INLET PROTECTION ONLY AFTER ALL EXPOSED AREAS HAVE BEEN STABILIZED.

I, JOE DORAZIO, ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED DRAINAGE PLAN MUST BE APPROVED BY HAVERFORD TOWNSHIP, AND THAT A REVISED EROSION AND SEDIMENT CONTROL PLAN MUST BE SUBMITTED TO THE CONSERVATION DISTRICT FOR A DETERMINATION OF ADEQUACY.

(DATE)

I, DENNIS F. O'NEILL, P.E., HEREBY CERTIFY THAT THE DRAINAGE PLAN IS IN SUBSTANTIAL COMPLIANCE WITH DESIGN STANDARDS AND CRITERIA OF THE HAVERFORD TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

8/17/2021
(DATE)

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

REVISION	DATE
REVISED PER TOWNSHIP ENGINEER'S REVIEW AND TOWNSHIP COMMENTS	8-23-21

GRADING AND EROSION CONTROL PLAN

FOR

DN INVESTMENTS LLC

111-115 COUNTY LINE ROAD

HAVERFORD TOWNSHIP — DELAWARE COUNTY, PA.

SCALE:1"=20' — JUNE 17, 2021

HERBERT E. MacCOMBIE, JR., P.E.
CONSULTING ENGINEERS AND SURVEYORS, INC.
P.O. BOX 118
BROOMALL, PA. 19008

SHEET 2 OF 5

SDSK FILE"JOBLRHT" HAVERFORD FILE #601

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard J. McCabe, Sr.
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

HAVTT 30238 September 22, 2021

Kelly Kirk, Zoning Officer and Community Planner
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: MINOR SUBDIVISION
DN INVESTMENTS, LLC- 111-115 COUNTY LINE ROAD- 2ND REVIEW

Dear Ms. Kirk:

As requested, we have reviewed the following information prepared by Herbert E. MacCombie, Jr., PE Consulting Engineers & Surveyors, Inc., submitted for the referenced project:

- *"Plan of Subdivision for DN Investments, LLC- 111-115 County Line Road"* (six sheets) dated June 17, 2021, last revised August 23, 2021.

- *"Drainage Analysis for Proposed 3-Lot Subdivision for DN Investments, LLC"* dated June 17, 2021, last revised August 23, 2021.

The applicant, DN Investments, LLC, proposes to subdivide an existing 53,029 square foot parcel (folio nos. 22-05-00216-00 & 22-05-00215-00) into three (3) lots. The existing dwelling and detached garage are to remain on Lot 3 and new single-family homes and associated driveways are proposed on Lots 1 and 2. Seepage beds are proposed on each lot for stormwater management. The property is located within the R-4 Zoning District.

The existing dwelling is currently serviced by public water and sanitary sewer. The proposed single-family dwellings are also to be serviced by public water and sewer connected to existing utilities on County Line Road.

It should also be noted that the applicant has received separate approval from the Township to expand the existing residence on Lot 3, including the installation of a stormwater management facility and improvement of the existing driveway.

The applicant is requesting the following waivers from §160- *Subdivision and Land Development:*

- From§160-5.B(3)[j] regarding a minimum right-of-way width of 50 feet. The existing right-of-way width of County Line Road is 33 feet.
- From §160-5.B(4)[f] regarding the requirement to provide streetlights.
- From §160-4.A regarding the two-step review process.

This application was reviewed in accordance with the simplified procedures and requirements of a Minor Subdivision (§160-4G). We offer the following comments:

ZONING

1. The existing garage is non-conforming with regards to size. (§182-711.B(2)) No lot shall be formed from part of a lot already occupied by a building unless the existing building and any proposed building comply in all respects with the area and other requirements of the district in which such building is located. (§182-713) **The applicant has indicated that the existing garage will be modified to conform with the size requirements for private garages.**

SUBDIVISION AND LAND DEVELOPMENT

2. An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required. (§160 4.E(5)(d)).

3. Addressed.

4. Addressed.

5. Addressed.

6. The Shade Tree Commission should review the proposed landscaping and tree replacement.

7. The area of proposed open space does not appear to meet the accessibility requirements outlined in §160-5.C(3)[c]. **The applicant has revised the application and is proposing a fee-in-lieu of open space. Should the Township approve the fee-in-lieu of, the plans should be revised to remove the open space designation. The Zoning compliance and Building/Impervious coverage tables should be updated accordingly.**

STORMWATER MANAGEMENT

8. The applicant should note that the limit of disturbance indicated on the plan for Lots 1 and 2, in addition to the limit of disturbance proposed for Lot 3, is nearly at the one (1) acre threshold requiring approval by the Delaware County Conservation District.

Therefore, the limits must be strictly adhered to.

9. Addressed.

10. Addressed.

11. Addressed.

12. Proposed gas and electric services should be indicated for Lots 1 and 2. (§78-25.B(5)). Electric and gas services have been provided. **Partially Addressed. The electric and gas services for Lot 2 are within the dripline of the tree to remain adjacent to the driveway of Lot 2.**

13. Addressed.

14. If approved, a Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required for Lots 1 & 2.

15. 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

16. The applicant should confirm during the PennDOT permit process that an offer for additional right-of-way along County Line Road will not be required.

17. Addressed.

18. Addressed.

19. Addressed.

20. The proposed grading on Lot 2 within the driveway and front yard areas provides for less then ideal slopes. The applicant should revise the plan to ensure that runoff can be conveyed to the designated location without ponding. **Several areas still appear to be susceptible to ponding. The applicant should verify the slope of the portion of the driveway adjacent to Lot 3. Further adjustments may be warranted.**

21. The street restoration detail should be consistent with PennDOT restoration requirements.

22. Addressed.

23. Addressed.

24. Addressed.

The following items pertain to the most recent submission:

25. An accessible curb ramp meeting current PennDOT standards should be provided where the proposed sidewalk meets the driveway entrance for Polo field.

26. A description for the proposed pedestrian easement should be provided for review prior to recording of the plan.

Should you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer

CF/brg

cc: Dennis F. O'Neill, PE – MacCombie Consulting Engineers & Surveyors, Inc. (via email)
Joseph D'Orazio – DN Investments (via email)

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RESOLUTION 2242 -2021

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
"Back to Business – Phase 2" Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be $19.8 million;

WHEREAS, on May 10, 2021, the U.S. Department of Treasury released the Interim Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act authorizing recipients to use funds to respond to the negative economic impacts of the COVID-19 pandemic, which may include providing grants to businesses and not for profits; and,

WHEREAS, on August 9, 2021, the Board of Commissioners in its desire to assist local businesses and not for profit organization mitigate financial hardship resulting from the COVID-19 public health emergency, adopted a spending structure for the first $9.9 million allocation which included the "Back to Business – Phase 1" program which is officially closed as of November 8, 2021; and,

WHEREAS, with the opening of "Back to Business – Phase 2", the Board of Commissioners wish to expand eligibility criteria to assist more local businesses and not for profits in mitigating financial hardships resulting from the COVID-19 public health emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Back to Business – Phase 2" Program in Exhibit "A" of this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

RESOLVED THIS 8th day of November 2021.

TOWNSHIP OF HAVERFORD

Attest:

_____
Gerard T. Hart, President

_____
David R. Burman, Township Manager

HAVERFORD TOWNSHIP
"BACK TO BUSINESS – PHASE 2" PROGRAM
(American Rescue Plan Act Funded)

Haverford Township recognizes the struggle many businesses endured throughout the early months of the COVID-19 pandemic and continue to feel as our community fights through it. We also recognize the value of local businesses and that local businesses build community. With that acknowledgment, the Township has allocated monies from its American Recovery Plan Act funds to assist Haverford Township businesses that have experienced negative economic impacts from the COVID-19 pandemic. The goal of this program is to help local businesses mitigate financial hardship resulting from the COVID-19 public health emergency. We now begin Phase 2 which has expanded the eligibility criteria in an effort to get money into the hands of local business owners.

Eligibility:

- Business must have been active as of March 1, 2020 and continue to be active as of September 1, 2021 and either headquartered or have a physical location in Haverford Township
- Business must have sustained a reduction in revenues due to the COVID-19 pandemic when comparing 2020 annual receipts to 2019 annual receipts as reported on its filed business privilege/mercantile tax returns or Form 990, 990-EZ or 990-N in the case of a not-for-profit 501 (c)(3)
- If a business started in 2019, gross receipts will be annualized to compare with 2020
- Business must have a current Haverford Township business license and must be current on all Haverford Township Business Privilege/Mercantile and Local Service Tax returns through filings due October 31, 2021
- Passive businesses, such as rental property owners are not eligible unless they have employees as reported on properly filed Haverford Township Local Service Tax return as of March 31, 2020
- Not-for-profit 501(c)(3) entities located or headquartered in Haverford Township are eligible for funding but must provide page 1 of IRS Form 990 or 990-EZ. In the case of IRS Form 990-N filers, they must furnish proof of current IRS Form 990-N filing plus an internally prepared financial statement to support the eligibility criteria regarding revenue reduction and gross receipts
- Applicants already awarded a grant in Phase 1 are not eligible

Grant Awards:

- One-time grant awards of $2,500
- Grants will be paid within 30 days after eligibility has been verified

Application Procedure:

- Applications can be found on the Township website at www.havtwp.org under Current News or paper copies can be obtained at the Township building, Monday thru Friday, 8am – 4pm.
- Phase 2 – Round 1 opens as of November 15, 2021 and will remain open until 250 applications are received
- A potential Round 2 will be considered **AFTER** Phase 2 - Round 1 applications are processed
- Submit both completed application and Federal Form W-9. **Unless the federal government announces otherwise, a Form 1099 will be issued to each recipient.**
- Completed applications can be submitted via email to finance@havtwp.org or dropped off at the Township building (we cannot be held accountable for lost/delayed mail if using the US Postal Service)
- Only completed applications will be considered

Program Notes:

- If you have any questions regarding the program, please contact the Township finance department at 610-446-1000
- If you have any questions regarding the business tax license or status of business tax filings, please contact Tri-State Financial Group at 610-270-9520

HAVERFORD TOWNSHIP
"BACK TO BUSINESS – ROUND 2" PROGRAM APPLICATION
(American Rescue Plan Act Funded)

Name of Business Applicant _____

Mailing Address _____

City, State, Zip _____

Contact Person/Title _____

Haverford Township Business Tax License # _____

Contact email _____

Contact phone # _____

Physical location of business within Haverford Township _____

If Exempt Organization under IRC 501(c)(3), please check here _____

501 (c)(3) organizations must supply page 1 of their 2019 & 2020 IRS filed Form 990 or 990-EZ to show the 20% revenue loss and at least $25,000 in gross receipts (Line 12 (for Form 990) or Line 9 (for Form 990-EZ)) in both 2019 & 2020. In cases of Form 990-N filers, proof of current IRS Form 990-N filing plus internally prepared profit & loss statements must be furnished for both 2019 and 2020.

Applicant Certification:

By applying for this funding, applicant certifies that they have read and understand the program and eligibility criteria as described on page 1-2 of this application. Applicant allows use of its Haverford Township business privilege, mercantile and/or local service tax returns to determine program eligibility. Applicant further certifies that the person whose signature appears below is a representative of Applicant and has been duly authorized to apply for this funding. Applicant also acknowledges that these monies are funded through the American Recovery Plan Act for the purpose of mitigating negative economic effects endured as a result of the COVID-19 pandemic.

_____
Representative of Applicant Signature

_____
Date of Application

RESOLUTION NO. 2243-2021

WHEREAS, the Lot Line Correction Plan for Denis and Anne Marie Friel, 155 Coopertown Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-04-00147-01 has been submitted to permit the consolidation of an 8.5 foot wide portion of land abutting the Legal Right-of-Way Lines of Coopertown Road and College Avenue with the subject property. No construction, or other development activities are proposed as a result. The property is within the R-1 Residential Zoning District, and is located in the 5th Ward. The aforesaid plans were prepared by Nave Newell, Inc., Wayne, PA, dated January 15, 2021, and last revised July 12, 2021; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, May 27, 2021, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, PennDOT did review the plans and found the depiction of the roadway documents accurate as cited.

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 and PennDOT have been reviewed and the Lot Line Correction Plan for Denis and Anne Marie Friel, for the property located at 155 Coopertown Road, Haverford Township, Delaware County, dated January 15, 2021, and last revised July 12, 2021, is **approved** subject to following conditions:

1. Before recording, a deed of dedication will be prepared and recorded for the 25 foot radius of return at the corner of Coopertown Road and College Avenue.

RESOLVED this 8th day of November, 2021.

TOWNSHIP OF HAVERFORD

By:

Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

OS-2C (10-15)

pennsylvania
DEPARTMENT OF TRANSPORTATION

March 7, 2019

Mr. Lawrence J. Gentile
Township Manager
Haverford Township
1014 Darby Road
Havertown, Pennsylvania 19083

Dear Mr. Gentile:

The Pennsylvania Department of Transportation recently received a communication from Dawn M. Tancredi, Esquire, which stated that Haverford Township sought a letter from the department pertaining to a survey it performed of a residential fence at 155 Coopertown Road. The following information is provided to address Haverford Township's request.

The PennDOT Engineering District 6 Survey Unit, under the direction of Richard Shewman, PLS, conducted a physical survey of this property and fence in December 2018. The survey was based on the deed of record for Denis and Anne Marie Friel (Deed Book 6031, page 186), along with the final subdivision plan for Graham Shafer, of which the Friel property is part of, being shown as Lot 1. The Survey Unit also researched the road records for both Coopertown Road (State Route 1007) and College Avenue (State Route 1026).

PennDOT records show that the recognized right-of-way width of Coopertown Road is 33 feet. This was confirmed on November 25, 1845 and approved by Assembly on May 1, 1933; PL 157, Section 11.05. Records also show that the recognized width of College Avenue is 33 feet. This was confirmed in October 1810 and recorded in Road Docket 2, page 79. The above referenced subdivision plan by H.E. MacCombie, Jr. shows an incorrect legal width of 50 feet on both roads. As a result, the subsequent deeds written based on the subdivision plan do not convey property to the Legal Right-of-Way line of either road. This discrepancy leaves an 8.5-foot-wide gap between the Friel's deed line and the PennDOT Legal Right-of-Way Line.

The results of the survey performed by the PennDOT Survey Unit indicate that the residential fence in question resides within this 8.5-foot-wide gap. The fence is mostly outside of the deeded property of Friel and entirely outside the right-of-way recognized by PennDOT.

Thank you for your time and interest regarding the survey performed at this location in Haverford Township. Should you require additional information, please contact Richard Shewman, PLS, Chief of Surveys, at 610.205.6548.

Sincerely,

Kenneth M. McClain
District Executive 6-0

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

GERARD T. HART, M.D., *President*
CONNOR QUINN, *Vice President*
DAVID R. BURMAN, *Twp. Manager*
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 J. SIEGEL, ESQ.
5th Ward ANDY LEWIS
6th Ward LARRY HOLMES, ESQ.
7th Ward CONOR QUINN
8th Ward GERARD T. HART, M.D.
9th Ward WILLIAM F. WECHSLER

MEMORANDUM

TO: Kelly Kirk, Zoning Officer and Community Planner
HAVERFORD TOWNSHIP

FROM: David Pennoni, PE, Township Engineer
PENNONI

DATE: September 24, 2021

SUBJECT: **Friel- 155 Coopertown Road**
HAVTT 30237

As requested, we have reviewed the following revised plans in connection with the referenced project. The Planning Commission recommended conditional approval of this plan on May 27, 2021.

- *"Lot Line Correction Plan"* (one sheet) dated January 15, 2021, last revised July 12, 2021.

Based on our review, the Applicant has met the recommended conditions of approval and addressed the comments of our May 27, 2021 review letter.

If you should have any further questions or comments, please contact me.

CF/brg

ZONING DATA TABLE

ZONING DISTRICT: R-1 LOW DENSITY RESIDENTIAL

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE:	1 AC.	1.08 AC.	1.08 AC.
MINIMUM STREET FRONTAGE:	75'	132.1'	132.1'
MINIMUM LOT WIDTH (@ BUILDING):	100'	137.4'	137.1'
MAXIMUM BUILDING COVERAGE:	15%	5.1%	5.1%
MINIMUM BUILDING SETBACKS:			
FRONT	50'	51.3'	51.7'
SIDE	20' EA SIDE	20.2'	13.7'
REAR	40'	139.1'	139.1'
MAXIMUM BUILDING HEIGHT:	35'		
MAXIMUM IMPERVIOUS SURFACE:	20%	23.8%	19.7%

LINE ANNOTATION TABLE

LINE ID	LINE BEARING	LINE LENGTH (FT)
L1	N 22°05'30" W	24.08
L2	N 67°47'00" E	24.08

CURVE ANNOTATION TABLE

CURVE ID	CURVE RADIUS (FT)	CURVE LENGTH (FT)	CURVE ANGLE	CHORD BEARING	CHORD DIST. (FT)
C1	25.00	39.33	90°08'00"	S 21°47'49" W	35.68

LEGEND

- PROPERTY LINE
- LEGAL R.O.W. LINE
- BUILDING SETBACK LINE
- EXISTING CIVIC LINE
- EXISTING AC UNIT
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING UTILITY POLE W/LIGHT
- EXISTING OVERHEAD WIRE
- EXISTING BUILDINGS
- EXISTING CAVE
- DECIDUOUS TREE
- EVERGREEN TREE
- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION
- CLEANOUT
- DOOR SILL
- GAS RISER
- MAILBOX
- ROOF DRAIN
- RIGHT-OF-WAY AREA TO BE DEDICATED (1233 SF)

PROJECT ADDRESS: 20201412888

CALL BEFORE YOU DIG!

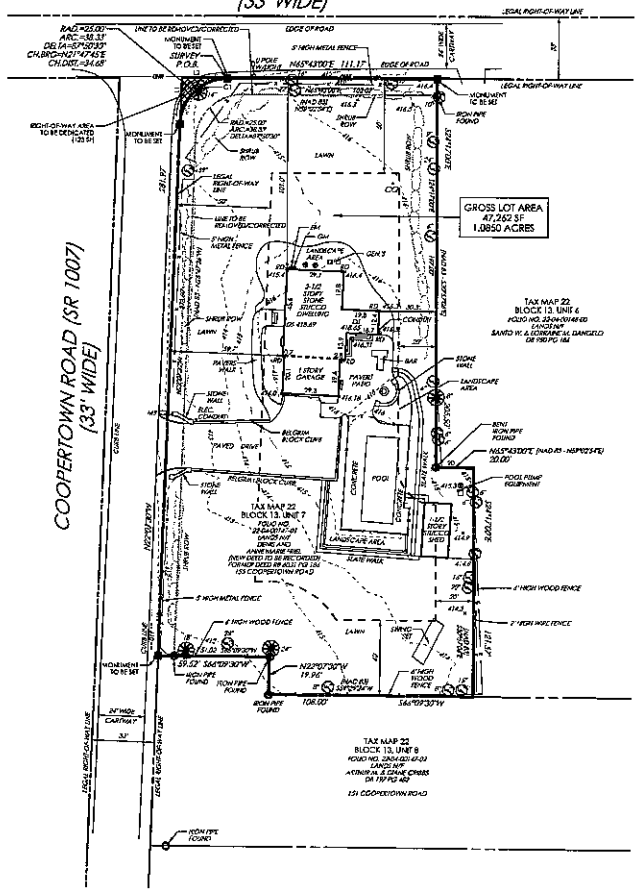
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE, FOR CONSTRUCTION, THREE AND 10 WORKING DAYS IN DESIGN STAGE – STOP CALL.

Pennsylvania One Call System, Inc.

1-800-242-1776

COLLEGE AVENUE (SR 1026) (33' WIDE)

COOPERTOWN ROAD (SR 1007) (33' WIDE)



GENERAL NOTES:

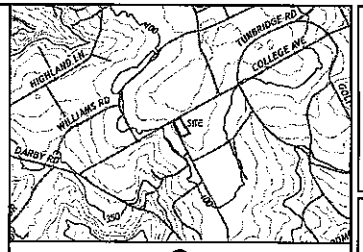
1. THE PURPOSE OF THIS PLAN IS TO CORRECT ERRORS RELATED TO THE LEGAL RIGHT-OF-WAY DIMENSIONS AS SHOWN ON THE ORIGINAL SUBDIVISION PLAN, "FINAL SUBDIVISION PLAN FOR GRAHAM ESTATE" PREPARED BY H.E. MACCOMBIE, JR., SEPTEMBER 7, 1978, LAST REVISED JUNE 26, 1979 AND RECORDED IN THE DELAWARE COUNTY COURTHOUSE AS PLAN CASE 13 PAGE 184.
2. THIS PLAN IS BASED ON A SURVEY CONDUCTED IN THE FIELD BY NAVE NEWELL, INC. COMPLETED ON JANUARY 5, 2021.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS OF A TITLE REPORT. NO DOCUMENTS OTHER THAN AS NOTED ON THE SURVEY WERE RESEARCHED IN THE COURSE OF COMPLETING THIS SURVEY.
4. THE SURVEY REPRESENTS CONDITIONS AS OF THE DATE OF THE SURVEY EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, ON THE SURFACE OF THE LANDS OR ABOVE THE SURFACE OF THE LANDS AND NOT VISIBLE.
5. BEARINGS ARE FOR THE SURVEY'S BASIS ON AN ASSUMED MERIDIAN. BEARINGS NOTED AS NAD 83, REFERENCE THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AS DERIVED FROM GPS OBSERVATIONS. INSTALLED BENCHMARKS ARE REFERENCED BY 40°08' COUNTER CLOCKWISE FROM THE DEED BEARINGS. VERTICAL DATUM IS NAVD 1988 DATUM.
6. PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE OF FLOODPLAIN AS DEPICTED ON FIRM (FEDERAL EMERGENCY MANAGEMENT AGENCY) FLOOD INSURANCE RATE MAP, MAP NO. 42045C0259F, MAP REVISED NOVEMBER 16, 2006.
7. LOCATIONS OF EXISTING UTILITIES AS SHOWN HEREON HAVE BEEN DERIVED FROM EXISTING UTILITY RECORDS, PLANS BY OTHERS AND/OR ABOVE GROUND EVIDENCE ONLY. THE PLAN ALSO REFLECTS UTILITIES OF RECORD PROPOSED BY OTHERS AT THE DATE OF THIS SURVEY. THIS MAP OR MAY NOT CONFORM AS THE UTILITY INFORMATION ON THE PROPERTY. THE COMPLETENESS OR ACCURACIES OF THE LOCATIONS ARE NOT GUARANTEED. PRIOR TO ANY NEW CONSTRUCTION, BE NOTIFIED, THE CONTRACTOR MUST VERIFY LOCATIONS AND LAYOUT OF ALL UTILITIES BEFORE START OF WORK.
8. LOT AND BLOCK NUMBERS REFER TO THE OFFICIAL TAX MAPS OF THE TOWNSHIP OF HAVERFORD, PENNSYLVANIA.

REFERENCE PLANS:

1. OFFICIAL TAX MAPS OF TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PA.
2. PLAN ENTITLED "FINAL SUBDIVISION PLAN FOR GRAHAM ESTATE," PREPARED BY H.E. MACCOMBIE, JR., SEPTEMBER 7, 1978, LAST REVISED JUNE 26, 1979 AND RECORDED IN THE DELAWARE COUNTY COURTHOUSE AS PLAN CASE 13 PAGE 184.
3. FENWICK RECORDS SHOW THAT THE RECOGNIZED RIGHT-OF-WAY WIDTH OF COOPERTOWN ROAD IS 33 FEET. DEED RUNS CONSTRUED ON NEIGHBORING PLANS ARE ALSO IN AGREEMENT WITH THIS. DEED RUNS CONFIRMED ON NEIGHBORING PLANS ARE ALSO IN AGREEMENT WITH THIS. SEE PLAN OF SURVEY BY CHARLES H. MACCOMBIE, JR. DATED MAY 1, 1933, IN PLAN CASE 12, PAGE 196. SEE ALSO PLAN OF SURVEY BY H.E. MACCOMBIE, JR. DATED MAY 1, 1933, IN PLAN CASE 12, PAGE 196. SEE ALSO PLAN OF SURVEY BY H.E. MACCOMBIE, JR. DATED MAY 1, 1933, IN PLAN CASE 12, PAGE 196. RECORDS ALSO SHOW THAT THE RECOGNIZED WIDTH OF COLLEGE AVENUE IS 33 FEET. THIS WAS CONFIRMED IN OCTOBER 1910 AND RECORDED IN ROAD DOCKET 2, PAGE 19.

GRAPHIC SCALE

(IN FEET)
1 INCH = 30 FT.



DELAWARE COUNTY PLANNING COMMISSION CERTIFICATION:

THIS PLAN WAS REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION ON _____, (DCPC FILE NUMBER _____).

_____
(SECRETARY)

RECORDED THIS _____ DAY OF _____, 2021 IN THE RECORDER OF DEEDS IN MEDIA, DELAWARE COUNTY, PENNSYLVANIA IN DEED.

BOOK NO. _____ PAGE NO. _____

RECORDER _____

OWNER'S STATEMENT:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

ON THE _____ DAY OF _____ A.D. 2016 BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF HAVERFORD TOWNSHIP, A PENNSYLVANIA MUNICIPALITY AND THAT AS SUCH TO DO SO, HE EXECUTED THE FOREGOING PLAN BY SIGNING THE NAME OF SAID MUNICIPALITY BY HIMSELF AS _____ THAT THE SAID MUNICIPALITY IS THE OWNER OF THE DESIGNATED LAND, THAT ALL NECESSARY APPROVAL OF THE PLAN HAS BEEN OBTAINED AND IS ENDORSED THEREON AND THAT SAID MUNICIPALITY DESIRES THAT THE FOREGOING PLAN MAY BE DULY RECORDED.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

_____
OWNER

REVIEWED BY THE TOWNSHIP ENGINEER OF HAVERFORD TOWNSHIP
THIS _____ DAY OF _____, 2021.

_____ _____
DATE SIGNATURE

REVIEWED BY THE PLANNING COMMISSION OF HAVERFORD TOWNSHIP
THIS _____ DAY OF _____, 2021.

_____ _____
DATE SIGNATURE

APPROVED BY THE BOARD OF COMMISSIONERS OF HAVERFORD TOWNSHIP
THIS _____ DAY OF _____, 2021.

_____ _____
DATE SIGNATURE

Nave NEWELL, INC.
109 Penn Valley Road, Suite 110
Penn Valley, PA 19072-1519
p: 610.527.1818 f: 610.527.1848
www.navenewell.com

DATE	No.	REVISION	DRAWN BY
1/26/21	1	UPDATE RIGHT-OF-WAYS	MDK JEL
2/22/21	2	UPDATE HRM TOWNSHIP COMMENTS	MDK JEL
5/18/21	3	UPDATE HRM TOWNSHIP COMMENTS	MDK JEL
7/1/21	4	UPDATE HRM COMMENTS	MDK DMN

SEAL

MATTHEW D. KELLY
Professional Land Surveyor
Commonwealth of Pennsylvania No. PS 070481

DRAWING NAME: LOT LINE CORRECTION PLAN

LANDS N/F
DENIS AND ANNE MARIE FRIEL
155 COOPERTOWN ROAD
TAX MAP 22, BLOCK 13, UNIT 7

LOCATION: HAVERFORD TOWNSHIP, DELAWARE COUNTY, PA.

GRAPHIC FILE:	2020-104
DRAWN BY:	JCL
DATE:	01/15/21
CHK'D BY:	MDK
SCALE:	1" = 30'
APPROV. BY:	MDK
SHEET NO.	1 of 1

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K:\2020\2020104_155 Coopertown Rd\CADD\Survey\Drawings\Plans\20104_SUR.dgn
1/15/2021 12:40:43 PM
20104_SUR.dgn 1/15/2021 12:40:43 PM

Nave Newell No. 2020104.00

PROPOSED RIGHT-OF-WAY AREA TO BE DEDICATED
TAX MAP 22, BLOCK 13, UNIT 7
DELAWARE COUNTY TAX PARCEL # 22-04-00147-01
LANDS NOW OR FORMERLY DENIS & ANNE MARIE FRIEL
HAVERFORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract or piece of land, situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, as shown on a "Plan of Survey, prepared for Denis & Anne Marie Friel, by Nave, Newell, Inc., dated January 15, 2021 and last revised June 8, 2021, bounded and described as follows:

BEGINNING AT A POINT, said point being a proposed concrete monument "to be set" located on the southern right of way of College Ave(33' wide) and also being the northern point of tangency for Delaware County Tax Parcel 22-04-00147-01, lands now or formerly Denis & Anne Marie Friel; thence,),

1) Along a curve to the left having a radius of 25 feet, an arc length of 38.33 feet, and a chord bearing of South 21°47'45" West, and chord distance of 34.68 feet to a point on the eastern right-of-way of Coopertown Road(33' wide); thence along the eastern right-of-way of Coopertown Road(33' wide), ***(C1)***
2) North 22°07'30" West a distance of 24.08 feet, to a point at the intersection of the Coopertown Road (33' wide) right-of-way and College Avenue (33'wide) right-of-way; thence along the southern right of way of College Avenue (33'wide), ***(L1)***
3) North 65°43'00" East a distance of 24.08 feet to a point, said point being a concrete monument "To Be Set", and also being the ***POINT OF BEGINNING. (L2)***

CONTAINING in area 123 +/- square feet or 0.0028 acres more or less.

Date: June 8, 2021

SU-075449

Matthew Kelly
Professional Land Surveyor
Pennsylvania License No. SU075449

OS-2 (1-13)

pennsylvania
DEPARTMENT OF TRANSPORTATION

DATE: **July 30, 2021**

SUBJECT: **SR 1026 and SR 1007**
Haverford Township, Delaware County

TO: **Sean G. Livesey, Esq.**
Zarwin Baum DeVito Kaplan Schaer Toddy, P.C.

FROM: **Richard A. Shewman, PLS**
District 6-0 Chief of Surveys

I have reviewed the Lot Line Correction Plan for Denis and Anne Marie Friel prepared by Nave Newell, last revised July 12, 2021. I have also researched the current roadway plans on record with the Department. The Lot Line Correction Plan, as reviewed, is accurate in the depiction of the current record roadway documents as cited on said Plan. It is my opinion that the Plan has no impact on the existing Legal Right-of-Way for either College Avenue or Coopertown Road.

Please contact this office if you have any questions regarding this review.

Richard A. Shewman, PLS

RESOLUTION 2244 -2021

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
"Water, Sewer and Broadband Infrastructure" Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be $19.8 million; and,

WHEREAS, on August 9, 2021, the Board of Commissioners adopted the proposed spending structure for the first $9.9 million allocation; and,

WHEREAS, on May 10, 2021, the U.S. Department of Treasury released the Interim Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act; and,

WHEREAS, the Interim Final Rule authorizes recipients to use funds to make necessary infrastructure improvements such as Water, Sewer and Broadband Projects; and,

WHEREAS, the Board of Commissioners desires to use funds allocated to Water, Sewer, and Broadband Projects within its spending structure to (2) two specific projects identified as follows:

- Storm Sewer Project – Frederick & Ellis Roads
- Storm Sewer Project – Euclid Avenue

WHEREAS, the projects will include not only contracted construction costs awarded via public bid but also engineering, advertising, and any other related costs associated with these projects; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the spending outlined in this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

RESOLVED THIS 8th day of November, 2021.

TOWNSHIP OF HAVERFORD

Attest:

_____
Gerard T. Hart, President

_____
David R. Burman, Township Manager

HAVERFORD TOWNSHIP
Delaware County, Pennsylvania

RESOLUTION No. 2245-2021

BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Haverford, Delaware County, and it is hereby resolved by authority of the same, that the Finance Director/Assistant Township Manager of the Township of Haverford be authorized and directed to sign the attached Automated Red Light Enforcement Program Time Extension Agreement on its behalf.

ATTEST:

_____
(Haverford Township)

_____
(David R. Burman, Twp. Manager)

By: _____
(Gerard T. Hart, President)

I, David R. Burman, Township Manager/Secretary of the Board of Commissioners Township of Haverford, do hereby certify that the foregoing
(Name of governing body and Municipality)
is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 8th day of November, 2021.

DATE: November 8, 2021

_____
David R. Burman, Township Manager/Secretary

EFFECTIVE DATE: _____
(Department will insert)
COUNTY: Delaware
SPONSOR: Haverford Township

AGREEMENT NO.: 0631085A
FID NO.: 23-60002307
SAP VENDOR NO.: 138895
MPMS NO.: 110926

AMENDMENT TO AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT FUNDING AGREEMENT - INDIVIDUAL PROJECTS

This Amendment to Automated Red Light Enforcement Program Project Funding Agreement - Individual Projects No. 0631085 ("Amendment") is entered by and between the Commonwealth of Pennsylvania ("Commonwealth"), through the Department of Transportation ("Department") and Haverford Township, Delaware County, of the Commonwealth of Pennsylvania, acting through its proper officials ("Sponsor").

BACKGROUND:

The parties entered into an Automated Red Light Enforcement Program Project Funding Agreement - Individual Projects, Agreement No. 0631085 ("Original Agreement") on March 1, 2019 where the Sponsor agreed to install flashing warning devices mid-block on Darby Road (S.R. 2005) in front of the Haverford Middle School.

The Sponsor installed the flashing warning devices prior to the execution of the Original Agreement, which made the improvements ineligible for reimbursement. Not desiring to forfeit the grant funds, the Sponsor in a letter dated August 13, 2021, requested that the Department approve its request to use the grant funds for a similar project on Haverford Road (S.R. 1001). The Department in a letter dated September 15, 2021, granted the Sponsor's request to use the grant funds for the Haverford Road (S.R. 1001) project.

The Original Agreement obligates the Sponsor to complete the work under the Agreement no later than three (3) years from its effective date. The Sponsor in a letter dated September 17, 2021, requested from the Department a time extension. The Department, in a letter dated September 22, 2021, granted the requested time extension pending approval of an executed amendment to the Agreement. The parties are entering into this Amendment to signify the Department's formal approval of the Sponsor's requests.

The parties, intending to be legally bound, agree that the Agreement shall be amended as follows:

1. Paragraph 2(a) of the Original Agreement is struck in its entirety and replaced with the following:

(a) The SPONSOR, subject to the payment procedures set forth in this Agreement, shall participate in the design and construction of the improvements constituting the Project at the following location in accordance with plans, policies, procedures and specifications prepared and/or approved by the DEPARTMENT; the conditions of this Agreement; the regulations promulgated at 67 Pa. Code Chapter 233; the document entitled "Automated Red Light Enforcement Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues - Policy," dated November 2010 and any amendments and supplements to it ("Policy Document"); and, depending upon the scope of work, the most current version of either DEPARTMENT Publication No. 9, Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended ("Publication 9"), or DEPARTMENT Publication No. 740, Local Project Delivery Manual ("Publication 740"), both of which are incorporated into this Agreement by reference as though physically attached to it:

Type of Improvement

Improvement of pedestrian signals, installation of hand-man countdown timers, improvement of sidewalks and installation of new ADA rams and crosswalks.

Location

Haverford Road (S.R. 1001) between Loraine Street and West Hathaway Lane.

2. Paragraph 23 of the Original Agreement is struck in its entirety and replaced with the following:

23. The SPONSOR shall complete all physical work under this Agreement no later than May 22, 2023. The SPONSOR shall submit its final invoices to the DEPARTMENT within three (3) months of the DEPARTMENT's acceptance of the Project, as provided above in Subparagraph 9(k).

3. Exhibit "F" of the Original Agreement, Contractor Responsibility Provisions, is hereby deleted and replaced by Exhibit "FF" attached to this Amendment.

4. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the DEPARTMENT until it has been fully executed, as prescribed in the preceding sentence, and sent to the Sponsor.

5. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings specified for such terms in the Agreement.

6. Except as explicitly provided by this Amendment, the other provisions of the Agreement shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have properly executed this Amendment on the date of the last Commonwealth signature below.

ATTEST:

HAVERFORD TOWNSHIP

_____
Title: Date

BY _____
Title: Date

***SPONSOR's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM:

BY_____
for Chief Counsel Date

BY_____
Office of General Counsel Date

BY_____
Office of Attorney General Date

FUNDS COMMITMENT DOC. NO.:
AMOUNT:

BY_____
for Comptroller Operations Date

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO._____
SAP COST CENTER_____
GLACCOUNT_____
AMOUNT $_____
BY_____
For Comptroller Operations Date

Contract No. _____ is split _____, expenditure amount of _____ for federal funds and _____, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____. The state assistance program name and SAP fund is Red Light Photo Enforcement Program; _____.

18-014

Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment List tab.

Exhibit FF

HAVERFORD TOWNSHIP
TERMS AND CONDITIONS – 2021 INDEPENDENT CONTRACTOR AGREEMENT

This is an Agreement (hereinafter "Agreement"), dated November 1, 2021 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 2024 W. Hunting Park Avenue, Philadelphia, PA 19140.

WHEREAS, Township desires to obtain laborer services for seasonal leaf collection from PAR only as defined below: PAR will supply EIGHT LABORERS (8), one of which should be a supervisory employee, and no more than EIGHT LABORERS (8) may arrive for work on each day. Township may request additional seasonal workers under the same terms and conditions 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, drug use, 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 when in a Township vehicle. Masks can be removed when performing work outdoors. Masks must also be worn in all Township facilities except when eating/drinking during a scheduled break.

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 must 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 1, 2021 and ending on Wednesday, December 22, 2021. No work will be performed on Thursday, November 11, 2021; Wednesday, November 24, 2021 or Thursday, November 25, 2021. 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. The entire term is dependent on approval of the Haverford Township Board of Commissioners at its November 9 2021 meeting.

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 $20.00 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 $30.00 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 an 80 hour retainer at the agreed hourly labor rate and will be applied to the last weeks 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 by 9am 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
		(9am)		(12pm)
RETAINER CHECK**				2 days after Agreement
11/5/2021		11/8/2021		11/9/2021
11/12/2021		11/15/2021		11/16/2021
11/19/2021		11/22/2021		11/22/2021
11/26/2021		11/29/2021		11/30/2021
12/3/2021		12/6/2021		12/7/2021
12/10/2021		12/13/2021		12/14/2021
12/17/2021		12/20/2021		12/21/2021**
12/22/2021		12/27/2021		12/28/2021**

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
2024 W. Hunting Park Avenue
Philadelphia, PA 19140
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
People Advancing Reintegration – Recycle Works

Date

_____ _____

David R. Burman
Township Manager/Secretary, Haverford Township

Date

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.
- 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 requires 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.

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard J. McCabe, Sr.
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

HAVTT 20455

November 4, 2021

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: Storm Sewer Replacement
Frederick Road to Ellis Road
Contract No. SS-43

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Wednesday, November 3, 2021 at 10:00 a.m. for the above referenced contract. The low bidder was N. Abbonizio Contractors, Inc. of Conshohocken, PA with a base bid amount of $332,755.00, and add alternates totaling $35,710.00. We have worked with N. Abbonizio Contractors in the past, and have found their work to be satisfactory.

We recommend the Township consider awarding the base bid plus add alternates 43-19 and 43-20 to N. Abbonizio Contractors, Inc. in the amount of $359,540.00 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/
U:\Accounts\HAVTT\HAVTT20455 - Storm Sewer Replacement Frederick_Ellis\DOC PREP\BID TAB LTR (HAVTT20455).docx

The Township of Haverford
Tabulation of Bids Received Until 10:00 AM
Prevailing Time on November 3, 2021

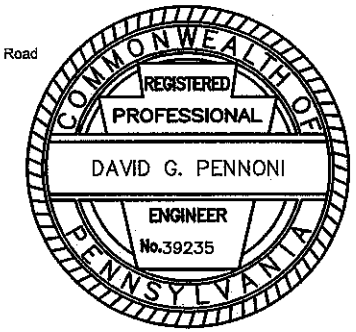
CONTRACT NO. SS-43
STORM SEWER REPLACEMENT
FREDERICK ROAD TO ELLIS ROAD

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	N. Abbonizio Contractors, Inc. 1250 Conshohocken Road Conshohocken, PA 19428		Donato Spaventa & Sons, Inc. 4258-88 Macalester Street Philadelphia, PA 19124		DePaul & Company, Inc. 1000 Germantown Pike Suite D-4 Plymoth Meeting, PA 19462		Road-Con, Inc. 902 Camaro Run Drive West Chester, PA 19380	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
43-1	1 LS	Mobilization and Demobilization	$ 22,000.00	$ 22,000.00	$ 18,000.00	$ 18,000.00	$ 5,000.00	$ 5,000.00	$ 110,000.00	$ 110,000.00
43-2	1 LS	Furnishing, Installation, Maintenance and Removal of Temporary Controls	$ 7,700.00	$ 7,700.00	$ 15,000.00	$ 15,000.00	$ 9,800.00	$ 9,800.00	$ 17,000.00	$ 17,000.00
43-3	1 LS	Test Pit Excavations	$ 16,500.00	$ 16,500.00	$ 16,000.00	$ 16,000.00	$ 18,567.56	$ 18,567.56	$ 10,000.00	$ 10,000.00
43-4	5 EA	Furnishing and Installation of Open Mouth City Inlets	$ 6,240.00	$ 31,200.00	$ 12,911.00	$ 64,555.00	$ 6,700.00	$ 33,500.00	$ 11,800.00	$ 59,000.00
43-5	2 EA	Furnishing and Installation of Storm Manholes	$ 15,585.00	$ 31,170.00	$ 11,882.00	$ 23,764.00	$ 6,700.00	$ 13,400.00	$ 13,100.00	$ 26,200.00
43-6	20 LF	Connection of Existing 36-Inch Storm Sewer to Structure 5	$ 435.00	$ 8,700.00	$ 1,200.00	$ 24,000.00	$ 295.00	$ 5,900.00	$ 600.00	$ 12,000.00
43-7	395 LF	Installation of 42-Inch Reinforced Concrete Storm Sewer	$ 335.00	$ 132,325.00	$ 343.00	$ 135,485.00	$ 540.00	$ 213,300.00	$ 500.00	$ 197,500.00
43-8	25 LF	Sanitary Lateral Replacement to 237 Ellis Road	$ 163.00	$ 4,075.00	$ 323.00	$ 8,075.00	$ 200.00	$ 5,000.00	$ 200.00	$ 5,000.00
43-9	50 CY	Plain Cement Concrete/Grout or Flowable Fill	$ 225.00	$ 11,250.00	$ 175.00	$ 8,750.00	$ 250.00	$ 12,500.00	$ 405.00	$ 20,250.00
43-10	100 CY	Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone	$ 179.00	$ 17,900.00	$ 98.00	$ 9,800.00	$ 100.00	$ 10,000.00	$ 180.00	$ 18,000.00
43-11	150 LF	18-Inch Concrete Curb	$ 50.00	$ 7,500.00	$ 98.00	$ 14,700.00	$ 80.00	$ 12,000.00	$ 91.00	$ 13,650.00
43-12	450 SF	4-inch Concrete Sidewalk	$ 16.00	$ 7,200.00	$ 12.75	$ 5,737.50	$ 20.00	$ 9,000.00	$ 17.00	$ 7,650.00
43-13	105 SF	6-inch Concrete Driveway Aprons	$ 38.00	$ 3,990.00	$ 16.50	$ 1,732.50	$ 69.00	$ 7,245.00	$ 25.00	$ 2,625.00
43-14	250 SY	6-foot Wide Variable Depth Mill and 1 1/2-inch Overlay	$ 30.00	$ 7,500.00	$ 42.00	$ 10,500.00	$ 67.00	$ 16,750.00	$ 55.00	$ 13,750.00
43-15	85 SY	Paving Restoration	$ 122.00	$ 10,370.00	$ 65.00	$ 5,525.00	$ 198.00	$ 16,830.00	$ 135.00	$ 11,475.00
43-16	1 LS	Lawn Restoration	$ 7,000.00	$ 7,000.00	$ 5,800.00	$ 5,800.00	$ 9,800.00	$ 9,800.00	$ 12,250.00	$ 12,250.00
43-17	1 LS	Furnishing and Installation of Type M Inlet (Structure 3)	$ 6,375.00	$ 6,375.00	$ 8,100.00	$ 8,100.00	$ 4,800.00	$ 4,800.00	$ 7,000.00	$ 7,000.00
		TOTAL BID FOR CONTRACT NO. SS-43	**$332,755.00**		**$375,524.00**		**$403,392.56**		**$543,350.00**	
		Bid Security	Yes		Yes		Yes		Yes	
		Acknowledge Addendum No. 1	Yes		Yes		Yes		Yes	
Alternate										
43-18	1 LS	Cleaning of the Existing 18-inch Storm Sewer	$ 8,925.00	$ 8,925.00	$ 3,800.00	$ 3,800.00	$ 19,788.09	$ 19,788.09	$ 5,500.00	$ 5,500.00
43-19	2 EA	Replacement of Open Mouth City Inlets A and B	$ 7,300.00	$ 14,600.00	$ 10,500.00	$ 21,000.00	$ 9,909.19	$ 19,818.38	$ 11,800.00	$ 23,600.00
43-20	1 LS	Installation of Rain Garden and Plantings	$ 12,185.00	$ 12,185.00	$ 12,500.00	$ 12,500.00	$ 33,098.76	$ 33,098.76	$ 12,250.00	$ 12,250.00
		TOTAL BID WITH ALTERNATE	**$368,465.00**		**$412,824.00**		**$476,097.79**		**$584,700.00**	

We Declare this to be a true Tabulation of Bids
Received on November 3, 2021 by the Township of Haverford
for Contract No. SS-43 2021 Storm Sewer Replacement - Frederick Road to Ellis Road

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E



MINUTES
PRELIMINARY BUDGET MEETING

SPECIAL MEETING | **November 15, 2021**
Board of Commissioners | **Monday – 7:00 p.m.**
Township of Haverford | **Commissioners Meeting Room**

1. Opening of Meeting – Commissioner Gerard T. Hart, President, opened the meeting and asked for a moment of silence for Mr. Hughes, Lower Merion Principal, who was killed in an automobile accident and for the Hughes Family.

a. **Roll Call – 8 Commissioners were present at roll call: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart. Commissioner Oliva was absent.**

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Finance Director/Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Dan Mariani, Public Works Director and Joe Celia, Codes Enforcement Director.

b. **Pledge of Allegiance**

2. Citizen's Input – AGENDA ITEMS ONLY – no one spoke.

3. Budget Hearing and Preliminary Adoption of Year 2022 Budget

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler 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 2022.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

4. Presentation of Preliminary Budget by David R. Burman, Township Manager

See attachment. Contents are also on the township website.

5. Ordinance No. P21-2021 Sewer Rental Charge (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P21-2021 fixing the annual sewer rental or charge for each property connected to the sewer to $4.65 per 1,000 gallons of water consumed or used by said property.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

6. Ordinance No. P22-2021 Trash Fee (1st Reading)

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P22-2021 fixing the Township of Haverford Trash Fee at $250.00 per year.

After much discussion regarding the County's letter of their increase, Commissioner Holmes made a motion to increase the trash fee to $275.00 which was seconded by Commissioner Quinn.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

7. All Commissioners agreed to adjourn.

EXECUTIVE SESSION: 6:15 p.m. - LEGAL

BOARD OF COMMISSIONERS

WORK SESSION

MONDAY, December 6, 2021

7:00 P.M.

Commissioners Committee Update

Police Crime Update

Next Week:

FINAL 2022 Budget Adoption

Collective Bargaining Agreement

Ordinance No. P20-2021	**Traffic (2nd Reading)**
Ordinance No. P23-2021	**Skatium Café Lease (1st Reading)**
Ordinance No. P24-2021	**Llanerch Shopping Center/Pennsy Trail – Easement (1st Reading)**
Resolution No. 2238 - 2021	**Annual Karakung Drive Closing**
Resolution No. 2239 – 2021	**2022 Meeting Dates - Commissioners, Boards & Commissions**
Settlement and Stipulation:	**Appeal of the Haverford Township Free Library from the Decision of October 7, 2021 of the Township Zoning Hearing Board**

CONTRACT AWARDS / PURCHASES

Public Works - Euclid Avenue Storm Sewer replacement

Skatium – Mechanical Systems – Maintenance and Service

Parks & Recreation Department - Fitness Equipment at the CREC

I.T. - Cable – Audio/Visual Equipment

Manoa Fire Company – Fire Apparatus

Police Department – Radar Message Signs

Recognition Award presented to Lt. James Kelly from Race for Peace Organization.

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P23-2021

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 a renewal lease agreement with Shef & Sons LLC, dba Hav-A-Burger, Essington, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 10th day of January, 2022.

TOWNSHIP OF HAVERFORD

By: _____
President

Attest: _____
David R. Burman
Township Manager/ Secretary

TOWNSHIP OF HAVERFORD

ORDINANCE NO. P24-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT

Whereas, the Township's Home Rule Charter requires that the Township adopt an ordinance authorizing the purchase, conveyance or lease of real property;

Whereas, the Township desires to enter into an easement agreement for the installation of right of way including a bikeway easement for the purpose of completing the project known as the Pennsy Trial at 365-403 West Chester Pike, Folio Number 22-03-00958-10 (the "Property");

Whereas, the Property lies within the Township's boundaries;

Whereas, this Board of Commissioners deems it to be in the best interests of the health, safety and welfare of the residents of the Township that the Township enter into said easement agreement to permit the installation of a bikeway easement for the purpose of completing the Pennsy Trail Project;

Now, therefore, the Township of Haverford hereby ordains that:

Section 1 – The Township is hereby authorized to enter into easement agreement granting the Township the right to construct a bikeway easement across the real property identified as 365-403 West Chester Pike and more specifically identified as Delaware County Tax Folio Number 22-03-00958-10. Said easement area is more fully described in the attached Exhibit "A" Legal Description of the Proposed Bikeway Easement.

Section 2 – Severability

Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

Section 3 – Repealer

All Ordinances, Resolutions or parts of Ordinances or Resolutions inconsistent with this Ordinance, or any part hereof are hereby repealed.

Enacted and Ordained this day of 2022.

TOWNSHIP OF HAVERFORD

BY: _____

President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT

EXHIBIT "A"
(Legal description)

Prepared by:

James J. Byrne, Jr., Esquire
McNichol, Byrne & Matlawski, P.C.
1223 North Providence Road
Media, PA 19063

Record and return to:

James J. Byrne, Jr., Esquire
McNichol Byrne & Matlawski, P.C.
1223 North Providence Road
Media, PA 19063

ADDENDUM TO DEED OF EASEMENT

1. Grantor, Llanerch Shopping Center, L.P., (identified as Owner in the Deed of Easement) is the owner in fee simple of a certain tract of land located in Haverford Township, Delaware County, Pennsylvania, more particularly described in the Recorder of Deeds Office in and for Delaware County, Folio No. 22-03-00958-10 ("Property").

2. Grantee, Haverford Township (identified as Purchaser in the Deed of Easement), wishes to construct a bikeway ("Bikeway") on a portion of the Property ("Trail Easement Area") in accordance with the plans attached hereto, prepared by Pennoni Associates, Inc. and dated April 13, 2021, for the purpose of completing the project known as the Pennsy Trail. (The plans and legal description are attached hereto as exhibits "A" and "B," respectively).

3. Grantor and Grantee are parties to that certain Deed of Easement dated as of the date hereof (the "Easement") wherein Grantor granted Grantee a bikeway easement and such other estate(s), if any, as more fully set forth in the Easement and this Addendum to Deed of Easement is made pursuant to the Easement and is intended to be a part thereof.

4. Termination of Temporary Easement. The Temporary Construction Easement granted herein shall automatically terminate and expire and be of no further force or effect, without the need of further action by either Grantor or Grantee and without the necessity of recording any additional documents forty-five (45) days after final inspection and acceptance of all work by the Township and PennDOT and the closure/termination of all permits associated with the project.

5. Grantee, for itself and its successors and assigns, shall and hereby agrees to indemnify, defend and hold harmless Grantor (and Grantor's directors, officers, employees, successors and assigns and tenants) from all costs, losses, damages and expenses, including, without limitation, attorney's fees, arising out of or resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with occurrences in or public use of the Bikeway or the Trail Easement Area, provided that nothing contained herein shall require Grantee to indemnify Grantor against matters resulting from the gross negligence or willful acts or omissions of Grantor or its employees or agents.

6. Other than claims against a political subdivision under the provisions of the Eminent Domain Code, 26 Pa. C.S. §101 et seq., the Grantor does not release Grantee from claims related to the destruction of the property of the Grantor by reason of the within construction.

7. Maintenance. The maintenance, repair, restoration and care of the Bikeway and Trail Easement Area shall be the sole responsibility of the Grantee. Grantee shall also comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the Bikeway and the Trail Easement Area and Grantee's exercise of the rights herein conferred, and Grantee shall maintain and keep the Bikeway and the Trail Easement Area in good, safe and reasonably attractive condition.

8. Grantee shall keep the Bikeway and Trail Easement Area free from liens and shall not interfere with the operation of the Llanerch Shopping Center. Grantee shall have any lien filed by any contractor, materialmen, or third party engaged by Grantee to perform work within the Trail Easement Area discharged and/or removed within thirty (30) days of notice from Grantor. Nothing herein is intended to modify or limit the benefit to Grantor and its tenants of the provisions of The Recreational Use of Land and Water Act, 68 Pa. C.S.§477-1 et. seq., including the exclusions from liability for claims against Grantor and its tenants arising from public use of land for recreational purposes without charge.

9. In the event of breach of any of the provisions of the Deed of Easement by Grantee or users of the Bikeway or the Trail Easement Area, Grantee shall remedy such breach promptly upon notice from Grantor and if the Grantee fails to do so Grantor may restrict entry onto the Property to the Bikeway and Trail Easement Area until such breach is cured.

[Signatures on next page]

INTENDING TO BE LEGALLY BOUND, the undersigned Owner and Holder, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date.

Witness/Attest:

ATTEST

_____

LLANERCH SHOPPING CENTER, L.P.
Owner and Grantor

By: Llanerach Shopping Center, Inc., its General Partner

By:_____

Print: _____

ATTEST

_____

THE TOWNSHIP OF HAVERFORD, a Township of the First Class
Holder and Grantee

By: _____
Township Manager/Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the day of , 202__, before me, a Notary Public, the undersigned officer personally appeared David Burman who acknowledged himself to be the Township Manager and Secretary of Haverford, and that he as Manager/Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of Haverford by himself as the Manager/Secretary of the Township of Haverford

IN WITNESS WHEREOF, I have hereunto set my hand and official seal:

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
:
: SS
COUNTY OF DELAWARE :

On this, the day of , 202__, before me, a Notary Public, the undersigned officer personally appeared who acknowledged himself to be the of Llanerach Shopping Center, L.P., and that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Llanerach Shopping Center, L.P. by himself or herself on behalf of the corporation.

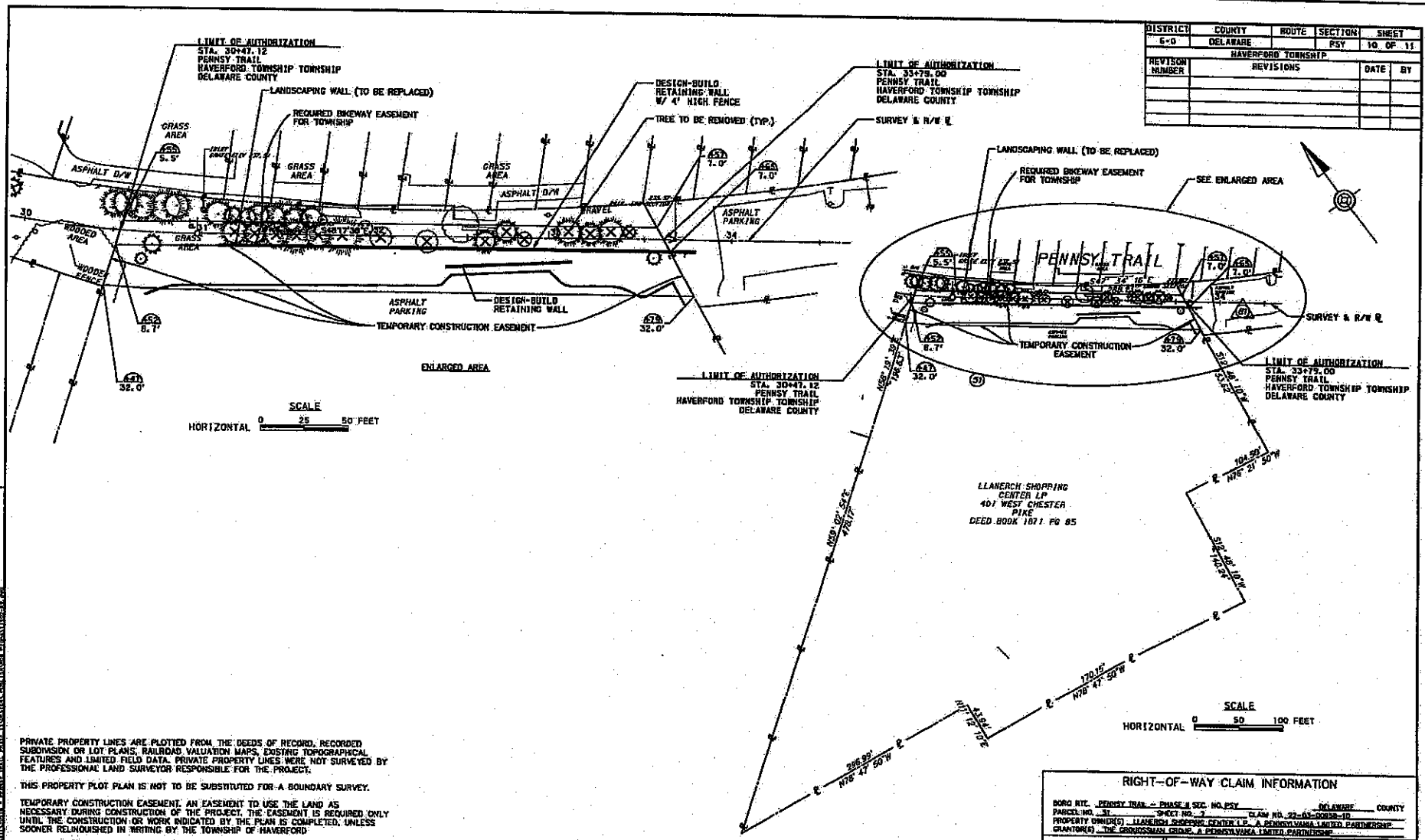
IN WITNESS WHEREOF, I have hereunto set my hand and official seal:

_____
Notary Public

ADDENDUM TO DEED OF EASEMENT

EXHIBIT "A"

(Plans prepared by Pennoni Associates, Inc. dated April 13, 2021)



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	DELAWARE		PSY	10 OF 11
	HAVERFORD TOWNSHIP			

REVISION NUMBER	REVISIONS	DATE	BY

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, RAILROAD VALUATION MAPS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT: AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP OF HAVERFORD

BIKEWAY EASEMENT: AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A BIKEWAY. THE BIKEWAY IS FOR BICYCLISTS AND PEDESTRIANS ONLY. NO MOTORIZED VEHICLES ARE PERMITTED EXCEPT FOR MINIMAL CROSS OVERS BY MOTORISTS AT DRIVEWAY CROSSINGS. ALL CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION IS THE RESPONSIBILITY OF TOWNSHIP OF HAVERFORD. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR BIKEWAY PURPOSES AS LONG AS THE PROPERTY OWNER OBTAINS PRIOR APPROVAL FROM THE TOWNSHIP OF HAVERFORD.

RIGHT-OF-WAY CLAIM INFORMATION

BORO RTE. PENNSY TRAIL - PHASE II SEC. NO. PSY DELAWARE COUNTY
PARCEL NO. 31 SHEET NO. 2 CLAIM NO. 22-03-00038-00
PROPERTY OWNER(S) LLANERCH SHOPPING CENTER L.P., A PENNSYLVANIA LIMITED PARTNERSHIP
GRANTOR(S) THE GROSSMAN GROUP, A PENNSYLVANIA LIMITED PARTNERSHIP

DEED BOOK	1071
PAGE	85
DATE OF DEED	04/30/1999
DATE OF RECORD	05/06/1999
CONSIDERATION	$1.00
TAX STAMPS	$0.00

AREAS	SQ FT
DEED	283,451
CALCULATED	—
ADDRESS	—
EXCEPTIONS	—
LEGAL R/W	283,451
EFFECTIVE	—
TOTAL RECTD R/W	283,451
TOTAL RESIDUE	—

REQUIRED AREA	SQ FT
RIGHT OF WAY	—
CHANNEL	—
SLOPE	—
TRAIL EASEMENT	4,306
TEMP. CONSTRUCTION	7,719

VERIFICATION DATE 4/13/21
DRAWN BY PENNONI

ADDENDUM TO DEED OF EASEMENT

EXHIBIT "B"

(Legal description)

METES AND BOUNDS DESCRIPTION
Proposed Bikeway Easement
Township of Haverford in the County of Delaware
Commonwealth of Pennsylvania

All that Certain Parcel of Land identified as "Proposed Bikeway Easement" situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania in accordance with a plan entitled "Drawings Authorizing Acquisition of Right-of-Way for Pennsy Trail Section Psy" drawing T101-RW, project number HAVT30516, prepared by Pennoni Associates, Inc., dated 04/13/2021.

Beginning at a common point in Lands N/F David and Patricia McBride and Lands N/F of Llanerch Shopping Center, LP, thence the following two courses and distances;

a. Leaving said point, North 59° 02' 54" East, a distance of 478.17' along the Westerly line of Lands N/F of Llanerch Shopping Center, LP, thence;

b. Along said line, North 58° 19' 39" East, a distance of 163.61' to the Place and Point of Beginning; thence the following four courses and distances;

1. Departing from said point, South 48° 17' 36" East, a distance of 313.56' to a point at Station 33+65 on said plan, thence;

2. North 12° 48' 10" East, a distance of 15.99' to a point at Station 33+57 on said plan, thence;

3. North 48° 17' 36" West, a distance of 301.65' to a point at Station 30+55 on said plan, thence;

4. South 58° 19' 39" West, a distance of 14.61' feet to a point, said point being the Point and Place of Beginning.

Containing within these metes and bounds 4,306 square feet or 0.09885 acres.

BEING KNOWN AS: **Proposed Bikeway Easement**

Prepared By:

Return To: Township of Haverford
1014 Darby Road
Havertown, PA 19083

Site Location: Llanerch Shopping Center

LPS - 12 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Pennsy Trail Section PSY & SR1002 Section PSY
COUNTY	Delaware
MUNICIPALITY	Haverford Township
PARCEL NO.	51
CLAIM NO.	22-03-00958-10
CLAIMANT	Haverford Township

DEED OF EASEMENT

THIS INDENTURE, made by Llanerch Shopping Center L.P. owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Haverford Township, hereinafter called the GRANTEE,

W I T N E S S E T H :

WHEREAS the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a bikeway easement and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE a bikeway easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by the Grouossam Group of Pennsylvania, dated May 5, 1999 and recorded in Deed book 1871, page 85. This conveyance contains 4,306 square-feet and is identified on GRANTEE plans as Parcel 51, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the GRANTEE, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

1014 Darby Road, Havertown, Pa 19083

Witness my hand this _____ day of _____, _____

_____
Agent for the Grantee

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

GRANTOR:

Llanerch Shopping Center L.P.
(Name of Entity)

BY:_____

BY:_____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

INDIVIDUAL

STATE OF PENNSYLVANIA
COUNTY OF _____

On this_____ day of_____, 20____, before me,_____, the undersigned officer, personally appeared

_____
_____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it.

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

_____ [*Signature*]
_____ [*Title*]

[*Seal*]

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared

_____, who acknowledged _____self to be the _____ [*title*] of _____ [*name of entity*], and that as such _____ _____ [*title*], being authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the entity as _____ [*title*].

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

_____ [*Signature*]
_____ [*Title*]

[*Seal*]

LPS - 27 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Pennsy Trail Section PSY & SR1002 Section PSY
COUNTY	Delaware
MUNICIPALITY	Haverford Township
PARCEL NO.	51
CLAIM NO.	22-03-00958-10
CLAIMANT	Haverford Township

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this day of , by Llanerch Shopping Center L.P. Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, his heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and Haverford Township, hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of zero ($0.00) Dollars, the Owner hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is December 2022. The temporary easement for construction area is 7,735 square-feet.

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

OWNER:

Llanerch Shopping Center L.P.
(Name of Entity)

BY:_____

BY:_____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY:_____
Haverford Township
David R. Burman, Township Manager

LEASE

FOR

Rental of the Skatium Café

BETWEEN

The Township of Haverford and Shef & Sons LLC

THIS LEASE is made as of the 1st day of February 2022 between the Township of Haverford (referred to as "Landlord") with its principal place of business located at 1014 Darby Road, Havertown, PA 19083, and Shef & Sons, LLC, a Pennsylvania limited liability company with its principal place of business located at 129 Chippewa, Essington, PA 19029 (collectively referred to as "Tenant"). In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Leased Premises.** The Leased Premises are those described as "The Skatium Hav-A-Burger" located at the Skatium, 1018 Darby Road, Havertown, Pennsylvania 19083.

2. **Term.** The term of this lease shall be for a period of **TWENTY-FOUR (24)** months and shall commence on **February 1, 2022** and end on **January 31, 2024**. ("Lease Term")

3. **Rent.** The monthly rent amount for the leased premises is **ONE THOUSAND TWO HUNDRED FIFTY** Dollars ($1,250.00) per month to commence on February 1, 2022 thru January 31, 2023 and increase to **ONE THOUSAND THREE HUNDRED** Dollars ($1,300.00) per month to commence on February 1, 2023 thru January 31, 2024. Additionally, for each party hosted by the café on or after February 1, 2022, the café will remit $50 for use of the party room. This additional rent shall be remitted by the end of the month in which the party occurs.

4. **Security Deposit.** The Tenant shall not be required to make a security deposit to Landlord.

5. **Occupancy and Use**. The Leased Premises shall be solely occupied by Tenant and used as a café providing food and refreshments to the users of The Skatium **AS WELL AS THE GENERAL PUBLIC**. Unless otherwise approved by the Skatium Operations Manager, the café must be open and operational during the following events: (i) all Family and/or Public skating sessions; and (ii) high school or college hockey games. Tenant shall be permitted to open café at any other time during which the Skatium is open to the public and Skatium personnel are working.

6. **Renewal Notice.** Ninety (90) days prior to the end of this Lease, Landlord will either express its desire to not renew the lease or request an extension for an additional two-year period. Should tenant not wish to enter into renewal discussions, a written notification of that fact delivered to the Township Manager is required at least ninety (90) days prior to the end of this Lease.

7. **Repairs.** Tenant must take good care of the leased premises and of all the equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by, or as a result of, any acts or neglect of Tenant, its invitees, and its guests. Landlord shall be responsible for any repair to the electrical and heating systems resulting from

ordinary wear and tear or old age, and to the roof, the supporting walls, and the foundation, floors and plumbing systems, that are the result of ordinary wear and tear or old age. Tenant shall be responsible for all other repairs required to the interior of the café.

8. **Alterations.** Tenant must have Landlord's written consent before making any alterations, improvements, or installations to the café premises. Landlord's written consent for approval of any alterations, improvements, or installations to the café premises shall include written approval from the following entities: (i) the Skatium; (ii) the Haverford Township Code Enforcement Department; and (iii) the Haverford Township/Delaware County Health Officer. The parties must decide, in writing, whether the alteration, installation, or improvement shall be surrendered as part of the premises at the end of the lease or belong to the Tenant. In absence of such writing it shall be assumed that the alteration, installation, or improvement shall be surrendered as part of the premises when the Lease comes to term.

9. **Maintenance.** The Tenant shall maintain the café premises in a clean and sanitary condition at all times. At the end of the term, Tenant shall leave the café premises in the condition it was received, with the exception of ordinary wear and tear. Landlord shall require the café exterior that faces into the Skatium to be re-painted by May 31, 2022 at a color and time to be determined in consultation with the Skatium Manager.

10. **Assignment/Subletting**. Tenant may not assign or sublet the Leased Premises without the written consent of the Landlord.

11. **Utilities.** Tenant is responsible for the payment of all **TELECOMMUNICATIONS SERVICES**. Utilities including gas, electric, and water **ARE INCLUDED IN THE MONTHLY RENT PAYMENT.**

12. **Real Estate Taxes.** All property taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part, during the term of this lease, shall be the responsibility of the Landlord. To the extent the renovations of the café trigger any increase in assessment value of the Property and the imposition of any additional taxes based thereon, it is expressly understood that Tenant shall be solely responsible for such increase real estate taxes.

13. **Landlord's right to re-enter.** The Landlord may, at reasonable times, enter the Leased Premises to inspect it, or make repairs or alterations, and to show to potential buyers, lenders, or tenants. However, the Landlord must get approval from the Tenant to enter the premises if such entry would interfere with the Tenant's use of the Leased Premises.

14. **Pets**. Tenant may not keep or bring pets into the Leased Premises. This restriction does not apply to service pets accompanying disabled customer/business invitee of the Tenant.

15. **Laws and Regulations.** Tenant must comply with all laws, regulations, ordinances that are effective during the term of the lease, pertaining to the use of the café premises. All violations on the Leased Premises pre-dating this agreement shall be the sole responsibility of the Landlord. If the Tenant's activities increase the Landlord's insurance premium, Landlord must give notice of

DRAFT

such an increase in writing to the Tenant, and Tenant shall in five (5) days, either cease such activities or pay the Landlord for the increase.

16. **Default/Abandonment.**

    a. If the Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written right to cure such default. If the Tenant fails to cure such default within sixty (60) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises, and remove the Tenant, all other occupants, and their possessions.
    b. If Tenant abandons or vacates the Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at its option, relet the Premises. Landlord shall have a duty to mitigate its damages. If the Landlord is unable to relet the Leased Premises for as much rent as would have been paid by the Tenant, during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after the abandonment without liability and apply the proceeds to reduce such difference.

17. **Liability of Landlord and Tenant.** The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees, and licensees.

18. **Insurance and Indemnity.** Tenant shall carry, during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death; and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than $1,000,000 per occurrence, and fire insurance in an amount not less than $500,000 for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the café Premises or the occupancy or use by Tenant for the café Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

19. **Notices.** All notices, rent payments, request, and other communications under this Lease shall be in writing and shall be sent by first class mail, hand delivery, or as required by law, addressed as follows:

    If intended for Landlord:
    David Burman, Township Manager
    Haverford Township
    1014 Darby Road
    Havertown, PA 19083

DRAFT

If intended for Tenant:
Shef and Sons, LLC
129 Chippewa Street
Essington, PA 19029

20. **Modification.** This Lease may be modified by a written agreement signed by all parties.

21. **Counterparts**. This Lease may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

22. **Whole Agreement**. All understandings and agreements heretofore had between the parties hereto, whether oral or written, are merged into this Lease, which alone fully and completely expresses their agreement.

23. **Severability.** If any provision of this Lease shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

24. **Governing Law.** This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the Court of Common Pleas of the County of Delaware, Pennsylvania.

IN WITNES WHEREOF, and intending to be legally bound hereby, the parties hereto have executed the Lease on the day and year first above written.

For Landlord, Haverford Township:

David R. Burman Township Manager/Secretary	President Board of Commissioners

For Tenant, Shef & Sons, LLC:

Shefqet Osmanollaj	Leotrom Osmanollaj
Perparim Osmanollaj	Shkelqim Osmanollaj

DRAFT

RESOLUTION NO. 2238 - 2021

WHEREAS, the Board of Commissioners wish is for individuals to enjoy open space and recreation; 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 1st, 2022 to December 29th, 2022

From - 7 am to Dusk

Including the following HOLIDAYS – Monday 4th of July 2022, Thanksgiving Thursday November 24th, 2022, and Christmas Sunday December 25th, 2022.

WHEREAS, the Board of Commissioner's designate Haverford Police Department's – 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, authorize this recreational project.

RESOLVED this 13th day of December, 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2239 - 2021

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 2022 unless otherwise advertised.

BOARD OF COMMISSIONERS

TUESDAY, January 4, 2022 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 7
March 7
April 4
May 2
June 6
July – NO WORK SESSION
August 1
September 6 – TUESDAY (Day after Labor Day)
October 3
November – NO WORK SESSION
December 5

REGULAR MEETINGS – 7:00 P.M.

January 10
February 14
March 14
April 11
May 9
June 13
July 11
August 8
September 12
October 11 – Tuesday (Day after Columbus)
November 14
November 21 – Prelim. Budget Meeting
December 12 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE	**1st Wednesday, 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 Holidays

Passover – No meetings beginning 4 p.m. Friday, April 15, 2022

Rosh Hashanah – No meetings beginning 4 p.m. Sunday, September 25th and No Meetings on Monday, September 26th and Tuesday, September 27th.

Yom Kippur – No meetings beginning 4 p.m. Tuesday, October 4th and No Meetings on Wednesday, October 5th, including the evening of October 5th.

Election Days

Primary - TBD

General – November 8, 2022

RESOLVED THIS 13th day of December, 2021.

Township of Haverford

By: Gerard T. Hart
President

Attest: David R. Burman, Township Manager

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY / CONSTRUCTION

Tustin Mechanical Services

Partnering With

Skatium

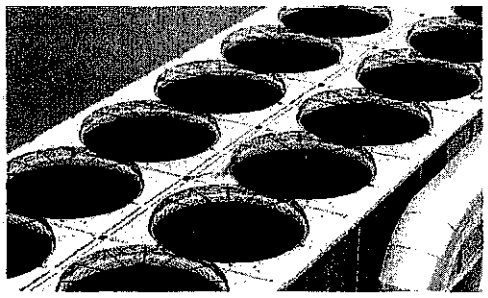
Mechanical Investment Service Agreement

Date:
10/6/2021

Proposal Number:
PCN35588

Prepared For:
Skatium
1018 Darby Road
Havertown, PA 19083

Prepared By:
Cyndi Kirkpatrick
(610) 539-8200
ckirkpatrick@thetustingroup.com



THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

MECHANICAL SYSTEMS - SERVICE AGREEMENT

Company Name:
Tustin Mechanical Services
2555 Industry Lane
Norristown, PA 19403

Ph: (610) 539-8200 Fax: (610)-539-2890

Proposal Date: 10/6/2021
Proposal Number: PCN35588
Agreement Number:

Customer Name:	Agreement Location:
Skatium 1018 Darby Road Havertown, PA 19083 Main Contact: Skatium	Skatium 1018 Darby Road Havertown, PA 19083 Site Contact: Skatium

Tustin Mechanical Services will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Comprehensive Two (C2) **SCHEDULES:** *Equipment Schedule

Agreement coverage will commence on 1/1/2022.

The Agreement price is $8,500.00 per year, payable in advanced installments of $2,125.00 per Quarter beginning on the effective date of 1/1/2022 through 12/31/2023.

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 2 years 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:	CUSTOMER:
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date

EQUIPMENT LIST:

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location
1	CHLR 001	Carrier	30HXC118R-6-LA	2504Q04052	100 Ton	Mechancial Room
1	CHLR 002	Carrier	30HXC118R-6-LA	2504Q04035	100 Ton	Mechanical Room
2	CTWR 001	BAC	VTO-107-L		100 Ton	Roof
2	Tower Pump	TACO	5 HP			
2	Brine Pump	TACO	25 HP			
3	PMP 001				5 HP	
1	PMP 001				5 HP	
1	Dehumidification Unit	Munters	DDA2520-1300			Front Ground
1	AHU 001	n/a			5 BTU	Ceiling Pro Shop
3	Fan 001	Greenheck			5 HP	Roof
2	BLR 001	Weil Mclian	LGB9		1.4 HP	Mechanical Room
1	Comp 001	Speedaire	5Z698A		1	Second Floor

SPECIAL CONDITIONS:

Tustin Mechanical Services will perform (6) six 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 (4) four Mid-Season Operating 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 replaced by Skatium.

Contract customers will receive priority emergency response time within 4 hours or less 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 straight time and $187.50 / hour overtime.

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

MAINTENANCE PROGRAM: Comprehensive Two (C2)

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL 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 equipment to determine its operating condition and efficiency. Typical activities include:
*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, 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, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
*CLEANING outdoor coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
*ALIGNING belt drives; drive couplings; coil fins, etc.
*CALIBRATING safety controls; temperature and pressure controls, etc.
*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and
feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

TERMS & CONDITIONS: Comprehensive Two (C2)

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. If the initial inspection or initial seasonal start-up indicates 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 other costs.

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 more than thirty (30) days 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. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.

8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Service Provider assumes reasonable access to all equipment and no lifts are included unless otherwise stated. Service provider reserves the right to remove any equipment deemed inaccessible or unsafe from the equipment covered under this agreement.

9. 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.

10. In the event Service Provider must commence legal action in order to recover any amount payable or owed to service provider, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

11. 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.

12. 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.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, 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

TERMS & CONDITIONS: Comprehensive Two (C2)

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 indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and Notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

15. 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.

16. 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.

17. 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.

18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

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 29, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda December 13, 2021 –

Attached is a quote for the purchase of new fitness equipment for the CREC.
The amount is $22,872.08 and it is on CoStars 014-016.

DocuSign Envelope ID: 6FBB17BB-0443-47BA-82A8-343E605DE0CC

QUOTE

Quote# 3511502 - 2R

LIFEFITNESS
FAMILY OF BRANDS

Bill To

TOWNSHIP OF
HAVERFORD
2325 DARBY RD
HAVERTOWN,DELAWARE
PA 19083
US

Contact:
Cell:
Office:
Email:

Ship To

TOWNSHIP OF
HAVERFORD
9000 PARKVIEW DR
HAVERFORD, DELAWARE
PA 19041
United States

Contact: JACKIE ODOHERTY
Cell:
Office:
Email: JODOHERTY@HAVTWP.ORG

Shipment Priority: STANDARD
Requested Delivery Date: 20-JAN-2022

SALES REPRESENTATIVE

LIZ WOOLBERT
Cell: 732-232-7962
Office: 732-232-7962
Email: Liz.Woolbert@lifefitness.com

Life Fitness

Corporate Address:
10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:
2716 Network Place,
Chicago,IL
60673, USA

ONSITE CONTACT

Cell: 484-380-2730
Email: Jackie O'Doherty <JODoherty@HAVTWP.ORG>
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	**INRS** INTEGRITY S RECUMBENT BIKE w/SL - Recumbent Bike Base Arctic Silver/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	3,809.00	-1,523.60	2,285.40	4,570.80
2	**INCS** INTEGRITY S UPRIGHT BIKE w/SL - Upright Bike Base Arctic Silver/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	1	3,549.00	-1,419.60	2,129.40	2,129.40
3	**OP-LP** AXIOM LEG PRESS - Platinum Frame///Black Uph/Full Shroud *Total 3,461.50*	1	4,739.00	-1,421.70	3,317.30	3,317.30
	Full Shroud	1	206.00	-61.80	144.20	144.20
4	**SAC** SIGNATURE ARM CURL - UPH.BLK	1	1,169.00	-350.70	818.30	818.30
5	**SS-GL** INSIGNIA SERIES GLUTE - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim *Total 3,612.00*	1	4,799.00	-1,439.70	3,359.30	3,359.30
	C-LB Weight Stack	1	155.00	-46.50	108.50	108.50
	Full Shroud	1	206.00	-61.80	144.20	144.20
6	**SS-TP** INSIGNIA SERIES TRICEPS PRESS - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim *Total 3,570.00*	1	4,739.00	-1,421.70	3,317.30	3,317.30
	C-LB Weight Stack	1	155.00	-46.50	108.50	108.50

DocuSign Envelope ID: 6FBB17BB-0443-47BA-82A8-343E605DE0CC

QUOTE

Quote# **3511502 - 2R**

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	Full Shroud	1	206.00	-61.80	144.20	144.20
7	**SURCHARGE** Inflationary Commodity Surcharge	1	1.00	1,088.42	1,089.42	1,089.42

DocuSign Envelope ID: 6FBB17BB-0443-47BA-82A8-343E605DE0CC

QUOTE

Quote# **3511502 - 2R**

PO Number		Subtotal	
Payment Type		List Price	27,542.00
Payment Terms	NET 30	Adjustment and Surcharge	-8,290.58
Freight Terms		Selling Price	19,251.42
FOB			
		Freight/Fuel/Installation	3,620.66
		Tax TAXES AS APPLICABLE	
		Total (USD)	22,872.08

Notes:
COSTARS 014-016

DS
BB

QUOTE

Quote# **3511502 - 2R**

ADDITIONAL TERMS OF SALE:

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at https://www.lifefitness.com/en-us/legal/terms-conditions; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Any additional or different terms or conditions which appear on Customer's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
3. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
4. All shipments of Products shall be F.O.B., Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
5. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
6. Life Fitness may ship partial orders.
7. Orders canceled by Customer within 60 days prior to the requested delivery date based on Section 13 below, or after shipment (or after production starts for " Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request or due to Customer's failure may result in storage fees.
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
13. Due to global fluctuations in transportation costs that are outside the control of Life Fitness, Life Fitness reserves the right to adjust the prices contained herein at the time of shipment for freight and installation in accordance with corresponding increases in costs imposed by freight carriers (i.e. transportation via truck, train, ship or aircraft) and/or directly related to performing the installation (i.e. delivery and labor). In addition, where: (i) the parties agree that the requested delivery date shall be more than 4 months after the date of this Quote (even if this Quote is not executed), (ii) due to any delay falling within the Customer's responsibilities, the actual delivery date is made more than 4 months after the date of this Quote, or (iii) the actual delivery date shall be more than 4 months after the date of this Quote (except if the delay was due to the sole fault of Life Fitness), then Life Fitness shall be entitled to increase the agreed prices appropriately if Life Fitness experiences any increase in its costs relating to: raw materials and/or labor costs related to personnel responsible for manufacturing, assembling and/or delivering and installing the products, macroeconomic conditions such as taxes, tariffs or duties, natural disasters, and labor shortages/strikes. This shall be in addition to other remedies available under these terms and conditions.
14. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
15. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
16. Life Fitness disclaims all warranties for third party products sold to Customer, except that Life Fitness will, to the extent permissible, pass through to Customer all available warranties and provide all available applicable original manufacturer warranties for third party products. Customer agrees to look solely to the manufacturer or vendor of such products and services for any customer support or warranty claims. The manufacturer's or vendor's terms and conditions, including warranties, are located on their website or upon request to the manufacturer or vendor.
17. For any Subscription Services purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Master Subscription Agreement found at https://www.lifefitness.com/en-us/legal/subscriptions; and (b) the subscription period set forth in this Quote ("Subscription Term") shall be non-cancelable from activation and will automatically renew for a term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription charges. Either Customer or Life Fitness may elect to terminate any Subscription Services by providing notice in compliance with the Subscription Agreement.
18. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
19. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DS BB

ADDITIONAL TERMS OF SALE – CONSUMERS:

20. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at https://www.lifefitness.com/en-us/legal/terms-conditions, as may be amended from time to time.
21. **ALL SALES ARE FINAL.** NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.
22. All items above shall apply except for items No. 1, 2, 4, 7, 8 and 13.

Brian Barrett

Quote Approval	DocuSigned by: Brian Barrett 83C8A34D17E5466...	USD OPERATING UNIT	
Signature		Signature	
Name		Name	
Title	Parks and Recreation Director	Title	
Date of Acceptance	Nov 27, 2021 | 9:28 AM CST		
Company	TOWNSHIP OF HAVERFORD		

QUOTE

Quote #	Quote Date
AVTQ24121-01	11/19/21
Account Manager	
Mike Coxe	

1996 25 YEARS 2021
APPLIED VIDEO TECHNOLOGY
AVT

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298
Email rmaclary@havtwp.org

Qty	Manufacturer		Description	Unit Price	Ext. Price
			Recommended Upgrades		
			Production / Control Room		
1	Newtek	FG-002671-R001	TriCaster TC410 Plus	$8,857.00	$8,857.00
1	Newtek	FG-002778-R004	TriCaster TC Mini 4K CS	$2,255.00	$2,255.00
1	Newtek	RR2RU3RU	Rack Rails for TC	$288.00	$288.00
2	NEC	E241N-BK	24" Narrow Bezel Desktop Monitor w/ IPS Panel, Integrated Speakers and LED Backlighting * TriCaster Interface, Multiview	$267.00	$534.00
6	Newtek	NSP3GIO	3G SDI Spark Plus I/O SDI Converter	$776.00	$4,656.00
1	Decimator	DEC-MD-CROSS V2	3G/HD/SD-SDI/HDMI Cross Converter	$428.00	$428.00
1	Middle Atlantic	UPS-1000R	Battery Backup & Surge Suppression for Equipment Rack	$969.00	$969.00
1	Netgear	GSM4230P	AV Line 24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch	$1,194.00	$1,194.00
			Field Production		
1	Panasonic	AJ-PX230PJ8	AVC Ultra Camcorder	$3,985.00	$3,985.00
1	Panasonic	AG-VBR89	Additional Battery for Camcorder	$267.00	$267.00
1	Porta-Brace	CAR-3CAM	Carry Case for Camcorder	$175.00	$175.00
1	Libec	LX7M	Tripod System w/ mid-level spreader	$581.00	$581.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
3	SanDisk	SDSDXXY-128G-GN4IN	128GB Extreme PRO SDXC UHS-I Card - C10, U3, V30, 4K UHD, SD Card	$45.00	$135.00
1	Rycote	037705	20cm Hot Shoe Extension * allows for two wireless receivers to be mounted	$39.00	$39.00
1	Sennheiser	ew100ENGG4	Wireless Mic on-camera ENG system * SK 100 G4 bodypack transmitter * EK 100 G4 camera receiver * SKP 100 G4 plug-on Transmitter (use w/ e 835 mic) * ME 2 clip-on microphone * 6 AA batteries * CA 2 camera adapter * CL 1 3.5 mm jack cable * CL 100 XLR to 3.5 mm jack adapter cable	$744.00	$744.00
1	Sennheiser	E835	Cardioid Handheld Dynamic Microphone	$94.00	$94.00
1	Sennheiser	MKE 600	Shotgun Mic with foam windshield and shock mount	$291.00	$291.00
			Outdoor Speaker Upgrade		
2	JBL	C29AV-WH-1	Control 29AV-1 Premium Indoor / Outdoor Monitor Speaker, white	$351.00	$702.00
2	JBL	MTC-29UB-WH	U-bracket for Control 29AV-1, white	$59.00	$118.00
2	JBL	MTC-29MK-WH	Control 29AV Marine-Kit consisting of grille and protective covers for baffle screws, white	$105.00	$210.00
1	Extron	60-1758-01	XPA U 2002 SB Two Channel Bridgeable Output Amp, 200/400 Watts	$500.00	$500.00
1	JBL	EON ONE MK2	EON ONE MK2 All-In-One Rechargeable Column PA with Built-In Mixer and DSP	$1,126.00	$1,126.00
			AVT Technical Services		
1	AVT	MIP	Installation Materials	$625.00	$625.00
1	AVT	Engineering / PM	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	$694.00	$694.00
1	AVT	Installation	Onsite installation, commissioning and testing	$4,107.00	$4,107.00
2	AVT	Training	System Training 1/2 day	$395.00	$790.00
1	AVT	S&H	Ground freight shipping	$200.00	$200.00

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	$34,564.00
Sales Tax	$0.00
Total	**$34,564.00**

Quoted By: Mike Coxe

Quote Date: 11/19/2021

Credit Card No.

Accepted By:

Date

Purchase Order No.

Exp Date

3-digit C.V.V.

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

APPLIED VIDEO TECHNOLOGY - SERVICE BLOCKS

1996 25 YEARS 2021
APPLIED VIDEO TECHNOLOGY
AVT

With an AVT Service Block contract you can be assured that your technology investement will be covered. Service Blocks are an easy and cost effective way to quickly get the service, training and support you need. Do you need a training refresh for a new employee, do you have a quick technical operation question, do you need onsite event support? Under a Service Block Contract just process your request with our service team and we will get you on our schedule.

WHAT YOU GET WHEN PURCHASING AN AVT SERVICE BLOCK

- Troubleshooting
- Online Service & Repair
- Facilitation of Vendor Repairs
- Preventative Maintenance
- System Training
- Digital Signage Software Training
- Digital Signage Template & Content Creation Services
- Product rentals at 50% discounted rate from list prices
- Phone & Email Support
- Priority Response Time

Your hours are good for up to two years and you can add hours on at any time during this period at a 5% discounted rate from pricing below.

AVT SERVICE BLOCK PRICING

Block #1	Block #2	Block #3
15 hours	24 hours	40 hours
$1,989	$3,150	$4,800

Non- service block customer service and support rate is $150/hour (2 hour minimum) for on-site support and $75/hour for phone support (billed in 15 minute increments). A PO or credit card must be on file before support can be scheduled.

To contact AVT support: support@appliedvideo.com or 610-407-0776 8:30AM to 5PM

Above support options are for normal business hours M-F 9am to 5pm. After hour and weekend will be billed appropriately.

AVT APPLIED VIDEO TECHNOLOGY
T: 610.407.0776
F: 610.407.0775
2218 KIMBERTON ROAD PO BOX 427
KIMBERTON, PA 19442
WWW.APPLIEDVIDEO.COM

Applied Video Technology, Inc (AVT)

Process, Terms, Conditions and Order Acceptance

AVT Process

Thank you for the opportunity to present this proposal. Once AVT receives your signed agreement or Purchase Order the following steps will occur:

Order Review: This meeting is the official hand off between your Account Manager and our Operations Team. At this meeting your Statement of Work (SOW) will be finalized and a Project Manager will be assigned to your project. At the completion of this meeting an AVT project manger will contact you to approve the SOW and share your Project team's contact information. During this process we may reach out to schedule a Project Kick Off call with your team.

Project Engineering: After your order has been turned over to Operations, a Project Engineer will be assigned to your project. During this stage our CTS-D certified Engineers will review your project to confirm complete system functionality and finalize system drawings.

Final Procurement: Once we've received the signed Statement of Work and your project has gone through Engineering, all product and materials orders will be finalized. At this time you will be informed of product ETA's and any possible back orders we may be experiencing with manufacturers.

Scheduling: Our AVT Project Management team will work with you for all scheduling and to communicate with you for any requirements for scheduling, parking, permits, insurance etc. Unless otherwise noted and discussed with your Account Manager, our standard project lead time is 8 – 10 weeks from sign off and receipt of system deposit.

COVID-19 Policy

Applied Video Technology (AVT) COVID-19 Policy is as follows. All customers must agree to the following:

- Agree that if they've been exposed to anyone with the virus or exhibited any symptoms of COVID-19 AVT may not be able to complete onsite installation
- AVT employees will wear masks and if necessary, gloves and expect our customers to do the same while working with AVT installation crews (supplied by client for their use and AVT for our employees use)
- Must practice social distancing
- Minimize unnecessary interactions
- Practicing proper sanitization techniques
- After order acceptance AVT will submit our full COVID-19 Coronavirus Safety statement for your agreement. This document is intended to protect our clients and employees.

Terms

Pricing on this proposal is valid for 30 days from date of issue unless otherwise renewed in writing by AVT. Please note that we are currently experiencing industry wide manufacturer availability issues, shipping delays and product price increases. AVT reserves the right to change pricing and shipping costs as necessary.

AVT Products and services are available on PA Costars contracts 034-027/ 034-030,PEPPM contracts 528897-062/530582-006/528897-292, New Jersey Bid #9763, Technology/AV/Computer & Interactive Whiteboards Supplies and Equipment, NYS Audio Visual Equipment and Accessories Contract No. PC67441, Chester County School Districts' Joint Purchasing Consortium AV/ Technology Bid 2020-2021.

The information included in this proposal is considered confidential and proprietary. If any portion, including equipment, design or other intellectual property contained in this proposal is used to solicit competitive quotes, Applied Video Technology (AVT) reserves the right to invoice up to $2,500 for use of confidential information.

AVT is not responsible if any information or data in this correspondence is incorrect, corrupted or altered after receipt of proposal. AVT reserves its right to revise or withdraw this proposal prior to written acceptance by the Client.

Proposal terms are 50% due with order, balance due upon receipt unless credit terms have been approved by AVT and are noted on the Terms section of the quote.

Partial invoicing for equipment purchased, received and stored by AVT on behalf of the Client shall be acceptable.

Visa, Mastercard and American Express are accepted and may incur a processing fee of up to 3%.

All shipping and handling fees, unless clearly stated otherwise, will be prepaid by AVT and added to final invoice.

AVT is not responsible for the testing, use, or repair of any customer furnished equipment (CFE) unless otherwise noted in the project quote.

A 20% re-stocking and handling fee will be charged on all returned items. Custom items, service blocks and contracts are non- returnable, non-refundable.

Unless otherwise noted, all labor costs are quoted as open shop, non-union, non-prevailing wage, standard first shift pricing. After hours work will require a written change order.

AVT cannot be held responsible for delays in schedules due to manufacturer backorders and delays.

Standard project lead time for Advanced Sales is 4-6 weeks. Customer Purchase Orders must be submitted to AVT accordingly. AVT cannot be held responsible for delays in schedules due to delays caused by other trades.

If training is included as part of an order, AVT reserves the right to invoice for product delivered or installed to the customer, and invoice training separately when completed. Completed training is not a prerequisite for payment of delivered goods.

Sales Agreement

Time of Commencement and Substantial Completion: The work to be performed under the terms of this Agreement shall be commenced upon receipt of this signed Agreement or purchase order and down payment and shall be substantially completed as a useable system as the construction schedule allows. Upon signature of Substantial Completion Acceptance Form, final payment must be submitted to AVT per the established contract terms.

Agreement Sum: The Customer shall pay to AVT for the performance of the work, the dollar amount as stated in the attached proposal subject to additions and subtractions by written change order. No changes to the Agreement sum can be made by either the Contractor or the Owner without a written change order agreed to by both parties.

Title to Goods: Title to goods is retained by AVT until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Owner agrees to keep the goods safe, free from other liens and at the address of the installation.

Warranty: Individual Manufacturers equipment warranties apply. For system installations, with the exception of existing or CFE and wiring, AVT provides a normal warranty, meaning the workmanship provided under this Agreement to be guaranteed free of defects for a period of 30 days from the date of final acceptance or first beneficial use whichever occurs first. AVT will repair or replace, in accordance with the manufacturer warranty, any defective equipment and will correct any defective workmanship during normal business hours while the 30 day warranty is in effect at no cost to the Customer. This warranty does not apply in case of abuse, misuse, neglect, acts of nature, or readjustment of system settings when they have been changed by anyone other than and AVT employee or qualified AVT contractor. If an enhanced or extended warranty option is agreed upon, the 30 day normal warranty will be extended to the length and time frame of that selected warranty.

Agreement: By issuance of a contract or purchase order referencing this Proposal, the Client hereby acknowledges and agrees to comply with these aforementioned terms and conditions of the Proposal.

WES SALTZ
111 Oxford Street, Hanover Twp., PA 18706
215-872-0724

FIRE APPARATUS PROPOSAL

DATE: November 16, 2021

This proposal has been prepared for:

The Township of Haverford

1014 Darby Road

Haverford, Pa 19083

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of First Choice Fire Apparatus (FCFA), the following: an E-ONE TYPHOON CHASSIS, ALUMINUM LOW HOSEBED PUMPER to be done in accordance with the E-One specifications submitted, Configuration Revision # 93 and any subsequent revisions.

ONE (1) E-ONE TYPHOON CHASSIS, ALUMINUM BODY $618,287.00

Six Hundred Eighteen Thousand, Two Hundred Eighty-Seven and ----------00/100

NOTE: This truck is eligible for purchase using the PA COSTARS Program. E-One is a current member.

The supplier number is **013-052** in the Emergency Responder Vehicle Category and is currently valid.

Delivery will be F.O.B. in, Haverford PA and will be made **approximately 600 calendar days** after signing of the approval drawings from preconstruction.

Terms of payment are: Balance in full seven days after truck leaves the factory.

Also available is the **E-One pre-payment discount program**. The one most utilized by fire departments is the 100% pre-pay option. This would realize a discount of approximately $13,525.00 based on the proposal price. The entire contract amount must be pre-paid (cash or lease executed) within 30 days of the contract signing with the discount refunded at the delivery of the truck or deducted from the proposal price. This discount includes a 100% Performance Bond at a value of $2,473.00. If selected, the purchaser would need to identify the position of the discount. The Performance Bond would be provided with-in 10 days of an executed agreement.

There also can be 3% paid on any funds the fire company would put down as down payment. It would earn 3% from time put down until the truck leaves E-One. **There is no pre-payment required it is an option.**

This proposal shall expire unless accepted by December 21, 2021. This expiration date may be extended, in writing, at the discretion of the Company.

Company: **FIRST CHOICE FIRE APPARATUS**

By: *Wesley Saltz*

Wesley Saltz

President

ALL TRAFFIC SOLUTIONS

Mail Purchase Orders to:
3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Co-Star: 012-133

QUOTE Q-63614

DATE: 11/30/2021 **PAGE NO:** 1

Questions contact:
MANUFACTURER:
All Traffic Solutions
Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
Township of Haverford
1010 Darby Road
Havertown PA 19083

Billing Contact:

SHIP TO:
Township of Haverford
1010 Darby Road
Havertown PA 19083
Attn: Chris Viola

PAYMENT TERMS:
Net 30

CUSTOMER: Township of Haverford

CONTACT:(610) 853-1298 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	2	$9,050.00	$18,100.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2	$1,500.00	$3,000.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, ($3000 Value, requires Traffic or Message Suite)	2	$0.00	$0.00
4000173	Trailer, ATS-5 (select power separately)	2	$3,950.00	$7,900.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	2	$0.00	$0.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	2	$800.00	$1,600.00
4001299	3 Year Warranty	2	$0.00	$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	$0.00	$0.00
4001626	VZW communications prep	2	$0.00	$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr (iA24, SA24)	2	$990.00	$1,980.00
4000740	Trailer Certificate of Origin	2	$0.00	$0.00

4000754	USB cable, 16ft, extra long for trailer or pole	2	$0.00	$0.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	2	$940.00	$1,880.00
4001190	Discount - New Purchase	2	($1,000.00)	($2,000.00)

Special Notes:

SA24 – Combined Radar and message sign – trailer mounted with 90 watt solar assist – all features activated perpetually (Bluetooth – Data and imaging) 1 year of web services (TraffiCloud) to all 6 Apps (Remote Management – Imaging – Data – Alerts, Mapping and Premier Care warranty) - training. 3- year warranty. Red-Blue Strobes. Customer will pick up.

SALES AMOUNT:	$32,460.00
TOTAL USD:	$32,460.00

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

2022 FINAL BUDGET / REGULAR MEETING AGENDA

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

December 13, 2021
Monday, 7:00 p.m.
Township of Haverford

1. **Opening of Meeting**

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

2. **Recognition Award presented to Lt. James Kelly from Race for Peace Organization**

3. **Citizens Forum – 30 Minutes Registered Speakers – AGENDA ITEMS ONLY**

4. **Budget Hearing and Adoption**

   A. **Review any changes to 2022 Preliminary Budget**

   Motion: to accept any changes to the 2022 Preliminary Budget.

   Voting order 1 2 3 4 5 6 9 7 8

   B. **Ordinance No. P21 - 2021** **Sewer Rental Charge (final reading)**

   Motion: to adopt the final reading of Ordinance No. P21-2021 authorizing the imposition of an annual sewer rate in the amount of $4.65 per 1,000 gallons of water consumed.

   Voting order 1 2 3 4 5 6 9 7 8

   C. **Ordinance No. P22 - 2021** **Trash Fee (final reading)**

   Motion: to adopt the final reading of Ordinance No. P22 - 2021 establishing the annual trash fee at $275.

   Voting order 1 2 3 4 5 6 9 7 8

D. Ordinance No. 2944 - 2021 **Tax Levy (first reading is a final reading)**

Motion: to adopt Ordinance No. 2944 – 2021 fixing the tax rate for the year 2022 at 4.218 mills.

Voting order 1 2 3 4 5 6 9 7 8

E. Ordinance No. 2945 – 2021 **Budget Appropriations (first reading is a final Reading)**

Motion: to adopt Ordinance No. 2945 - 2021appropriating funds established to be required for specific purpose of financing the municipal government for the year 2022 including all taxes, fees, service charges and other revenue sources provided within all funds.

Voting order 1 2 3 4 5 6 9 7 8

END OF BUDGET PORTION

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

5. Bureau of Fire Update by Commissioner Wechsler

6. Township Auditor Update

7. David R. Burman – Township Manager Update

8. Approval of Minutes **Regular Meeting Minutes of November 8, 2021**
Preliminary Budget Meeting Minutes of November 15, 2021

Motion: to approve the Regular Meeting Minutes of November 8, 2021 and the Preliminary Budget Meeting Minutes of November 15, 2021.

Voting order 1 2 3 4 5 6 9 7 8

9. Approval of Warrants

Motion: to approve the following warrant #12-2021 totaling $6,599,742.78

General & Sewer fund Payroll for November 10, 2021 in the amount of $689,337.40
General & Sewer fund Payroll for November 24, 2021 in the amount of $963,454.81
General Fund disbursements #12-2021 in the amount of $3,416,041.42
Sewer Fund disbursements #12-2021 in the amount of $168,126.87
Community Development Block Grant Fund disbursement #12-2021 in the amount of $85,250.24
Capital Projects Fund disbursement #12-2021 in the amount of $95,511.53
American Rescue Plan Fund disbursement #12-2021 in the amount of $119,651.78
Debt Service:
Series 2018 Interest in the amount of $613,723.75
Series 2020 Interest in the amount of $102,996.25
Series 2021 Principal & Interest in the amount of $333,562.26
Credit Card Statement ending November 27, 2021 in the amount of $12,086.47

Voting order 1 2 3 4 5 6 9 7 8

10. Collective Bargaining Agreement

Motion: to approve a four-year Collective Bargaining Agreement with the Haverford Township Municipal Employee Association beginning January 1, 2022.

Voting order 1 2 3 4 5 6 9 7 8

11. Settlement and Stipulation: Appeal of the Haverford Township Free Library from the Decision of October 7, 2021 of the Township Zoning Hearing Board

Motion: to Appeal of the Haverford Township Free Library Association from the Decision of October 7, 2021 of the Haverford Township Zoning Hearing Board No. CV-2021-009064.

Voting order 1 2 3 4 5 6 9 7 8

12. Ordinance No. P20-2021 **Traffic (2nd Reading)**

Motion: to adopt the second reading of Ordinance No. P20-2021 authorizing traffic restrictions on the following highways:

Establish:

Parking of Commercial Vehicles Prohibited at all Times

N. Belfield Avenue both sides from Steel Road extending 160 feet past Leedom Road.

Voting order 1 2 3 4 5 6 9 7 8

13. Ordinance No. P23-2021 **Skatium Café Lease Renewal (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P23-2021 authorizing the lease of certain grounds between the Township of Haverford and Shef & Sons, LLC.

Voting order 1 2 3 4 5 6 9 7 8

14. Ordinance No. P24-2021 **Llanerch Shopping Center/Pennsy Trail – Easement Agreement (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P24-2021 AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT.

Voting order 1 2 3 4 5 6 9 7 8

15. Resolution No. 2238 - 2021 **2022 Meeting Dates**

Motion: to adopt Resolution No. 2238 - 2021 approving the 2022 Board of Commissioners, Boards and Commissions Meetings.

Voting order 1 2 3 4 5 6 9 7 8

16. Resolution No. 2239 -2021 2022 Karakung Drive Sunday Closing

Motion: to adopt Resolution No. 2239 -2021 commencing: Sunday - and only on Sunday – January 1st, 2022 to December 29th, 2022 From - 7 am to Dusk Including the following HOLIDAYS – Monday 4th of July 2022, Thanksgiving Thursday November 24th, 2022, and Christmas Sunday December 25th, 2022. 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 6 9 7 8

17. Contract Awards / Purchases

Public Works – Storm Sewer Replacement

Motion: to award the Euclid Avenue Storm Sewer replacement contract to Premier Concrete, Broomall, PA, in the amount of $241,480.00; submitting the lowest responsible bid.

Voting order 1 2 3 4 5 6 9 7 8

Parks & Recreation/CREC – Fitness Equipment

Motion: to purchase Fitness equipment from Life Fitness, Franklin Park, IL under CoStars Contract #014-016, in the amount of $22,872.08.

Voting order 1 2 3 4 5 6 9 7 8

Skatium – Mechanical Equipment/Maintenance and Service

Motion: to approve 2-yr contract with The Tustin Group, Norristown to provide preventive maintenance and service on the mechanical and specialized systems within the Skatium facility for the period January 1, 2022 through December 31, 2023 at the rate of $8,500 per year to be billed quarterly.

Voting order 1 2 3 4 5 6 9 7 8

Cable TV

Motion: to approve purchase of audio/video production equipment for enhancement of cable access channel telecasts to Applied Video Technology, Kimberton, PA through CoStars Contract #034-027 in the amount of $34,564.00.

Voting order 1 2 3 4 5 6 9 7 8

Manoa Fire Company

Motion: to approve purchase order in the amount of $618,287 for one (1) E-One Typhoon Chassis and Aluminum Low Hosebed Pumper from First Choice Fire Apparatus of Hanover, PA (Pennsylvania Costars Supplier 013-052).

Voting order 1 2 3 4 5 6 9 7 8

Police Department

Motion: to approve a purchase order in the amount of $32,460 for two (2) SpeedAlert-24 Radar Message Signs with trailers and accessories from All Traffic Solutions, Inc. of State College, PA (Pennsylvania Costars Supplier 012-133).

Voting order 1 2 3 4 5 6 9 7 8

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

19. New business

20. Other business

REORGANIZATION MEETING OF THE BOARD OF COMMISSIONERS

TUESDAY, JANUARY 4, 2022 – 7:30 PM

BEST WISHES IN THE NEW YEAR!

21. Adjourn

ORDINANCE NO. P21 - 2021

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 2022 to be required is hereby determined to be $4,746,873.00 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 sixty-five cents ($4.65) per one thousand (1000) gallons of water used by properties (from 10/1/2020 thru 9/30/2021) 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 2022.

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 13th day of December, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P22 - 2021

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 and seventy-five dollars and 00 cents ($275.00)** 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 seventy-five Dollars and 00 cents ($275.00) 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 seventy-five dollars and 00 cents ($275.00) 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 13th day of December, 2021.

TOWNSHIP OF HAVERFORD

BY: _____
Gerard T. Hart
President
Board of Commissioners

ATTESTED BY:

_____
David R. Burman
Township Manager/Secretary

Ordinance No. 2944 - 2021

Tax Levy 2022

Motion: to adopt Ordinance No. 2944 - 2021 fixing the tax rate for the year 2022 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, 2022 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.

Adopted this 13th day of December, 2021.

Township of Haverford

By: Gerard T. Hart
President

Attest: David R. Burman
Township Manager

ORDINANCE NO. 2945 -2021

2022 BUDGET APPROPRIATIONS

To appropriate funds established to be required for specific purpose of financing the municipal government for the year 2022 including all taxes, fees, service charges and other revenue sources provided within all funds.

Adopted this 13th day of December, 2021.

Township of Haverford

By: Gerard T. Hart

President

Board of Commissioners

Attest: David R. Burman, Township Manager

EXECUTIVE SESSION: 6:30 p.m. – PERSONNEL AND LEGAL
HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
Monday, November 8, 2021 AT 7:00 PM

1. **Opening of Meeting – Commissioner Gerry Hart, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting and indicated that the Board met in Executive Session to discuss personnel and legal matters.**

   a. **Roll Call – 8 Commissioners were present at roll call: Commissioners D'Emilio, Oliva, McCloskey, Siegel, McCabe, Wechsler, Quinn and Hart. Commissioner Holmes was absent.**

   Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, James J. Byrne, Jr., Esquire, Township Solicitor, Aimee M. Cuthbertson, Finance Director/Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Dan Mariani, Public Works Director, Brian Barrett, Parks & Recreation Director and Chuck Faulkner, Township Engineer.

   b. **Pledge of Allegiance**

   c. **Commissioner Hart, on behalf of the Board and Dave Burman, Township Manager, presented Commissioner McCabe a thank you gift for serving as Interim 5th Ward Commissioner.**

2 **Swearing-In Ceremony – 5th Ward Commissioner-Elect Laura Cavender was sworn in by the Honorable Lisa Lacianca.**

The Board of Commissioners presented Judge Lacianca a thank you gift for her 18 years of service as District Justice.

The Board took a recess.

Citizens Forum – 30 Minutes Registered Speakers/AGENDA ITEMS ONLY

Kathy Case – 121 County Line Road

She resides next door to where a home is being subdivided. She voiced her thoughts on trees, sidewalks and storm sewer issues.

Commissioner Hart indicated that one letter was received. The Board is not accepting letters anymore. He did pass it along to other Board members.

4. **Commissioner Committee Update – No one spoke**

5. **Bureau of Fire Update –presented by Commissioner Wechsler**

6. Police Department - Crime Update – presented by Chief John Viola

7. Township Auditor Update – Township Auditor, Ross Anderson, reviewed the warrants and expenses and found no irregularities.

8. David R. Burman - Township Manager Update – Mr. Burman thanked Chief Paramedic McCans for arranging upcoming COVID vaccine shots. Permanent locations and times will be sent to residents via constant contact and the county website.

9. Approval of Minutes Regular Meeting Minutes of October 12, 2021

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to approve the Regular Meeting Minutes of October 12, 2021.

Roll Called.

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

Commissioner Cavender abstained.

10. Approval of Warrants

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to approve the following warrant #11-2021 totaling $5,061,305.14

General & Sewer fund Payroll for October 14, 2021 in the amount of $717,350.02
General & Sewer fund Payroll for October 28, 2021 in the amount of $688,733.91
General Fund disbursements #11-2021 in the amount of $186,797.81
Sewer Fund disbursements #11-2021 in the amount of $3,113,994.61
Community Development Block Grant Fund disbursement #11-2021 in the amount of $55,914.86
Capital Projects Fund disbursement #11-2021 in the amount of $242,400.24
American Rescue Plan Fund disbursement #11-2021 in the amount of $24,517.80
ACH – PA Office of Unemployment Benefits 3rd Qtr in the amount of $2,462.23
Credit Card Statement ending October 27, 2021 in the amount of $19,133.66

Roll Called.

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

11. Ordinance No. P14-2021 **Additions to Historic Resources Survey (2nd Reading)**

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt the second reading of Ordinance No. P14-2021 AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, AS AMENDED, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ARTICLE XIII, HISTORIC PRESERVATION, BY REVISING THE HISTORIC RESOURCES SURVEY.

Roll Called.

7 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Cavender, Wechsler, Quinn and Hart.

Commissioner Siegel voted No.

12. Ordinance No. P19-2021 **Traffic (2nd Reading)**

Motion made by Commissioner McCloskey and seconded by Commissioner Siegel to adopt the second reading of Ordinance No. P19-2021 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of 2939 Berkley Road, Ardmore, PA

Across from 37 W. Benedict Avenue

Parking Time Limited

Rescind:

Clover Lane, east - 8:00 am to 4 pm -2 hours from East Eagle Road to E. Hathaway Lane

Roll Called.

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

13. Ordinance No. P20-2021 **Traffic (1st Reading)**

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to adopt Ordinance No. P20-2021 authorizing traffic restrictions on the following highways:

Establish:

Parking of Commercial Vehicles Prohibited at all Times

N. Belfield Avenue both sides from Steel Road extending 160 feet past Leedom Road.

Roll Called.

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

14. Resolution No. 2237-2021 Primary and Alternate Sewage Enforcement Officer

Motion made by Commissioner D'Emilio and seconded by Commissioner Oliva to adopt Resolution No. 2237-2021 adopting and approving submission the names, address and phone number of the primary and alternate sewage enforcement officers for Haverford Township to the Department of Environmental Protection.

Roll Called.

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

15. Resolution No. 2240-2021 American Rescue Plan Act

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to adopt Resolution No. 2240-2021 approves premium payments to Volunteer Firefighters serving Bon Air, Brookline, Llanerch, Manoa and Oakmont Fire Companies.

Roll Called.

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

16. Resolution No. 2241-2021 Subdivision – 111-115 County Line Road

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt Resolution No. 2241-2021 approving the Preliminary/Final Minor Subdivision Plan for DN Investments, LLC, for the property located at 111-115 County Line Road, Bryn Mawr, Haverford Township, Delaware County, and known as D.C. Folio Nos. 22-05-00215-00 & 22-05-00216-00 has been submitted to permit the subdivision of a 53,029 square foot lot into three (3) parcels. The resultant lot areas are as follows: Lot "1" – 16,264 square feet, Lot "2"- 16,244 square feet, and Lot "3" - 20,521 square feet. The subject property is within the R-4, Low to Medium Residential District, and is located in the 5th Ward. The aforesaid plans were prepared by Herbert MacCombie, Jr. P.E., Consulting Engineers and Surveyors, Inc.,

Broomall, PA, dated June 17, 2021, and last revised on August 23, 2021; subject to the recommendations of the Planning Commission.

Roll Called.

6 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Cavender and Quinn.

Commissioners Wechsler and Hart voted No.

17. Resolution No. 2242-2021 COVID-19 – Back to Business Grant Program

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution 2242-2021 authorizing the closure of the "Back to Business – Phase 1" program that provided assistance to local businesses and not for profits who experienced the negative economic effects of the COVID-19 pandemic and authorizing the opening of the "Back to Business – Phase 2" program which expands eligibility criteria.

Roll Called.

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

18. Resolution No. 2243-2021 Lot Consolidation – 155 Coopertown Road

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt Resolution No. 2243-2021 approving the Lot Line Correction Plan for Denis and Anne Marie Friel, 155 Coopertown Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-04-00147-01 has been submitted to permit the consolidation of an 8.5 foot wide portion of land abutting the Legal Right-of-Way Lines of Coopertown Road and College Avenue with the subject property. No construction, or other development activities are proposed as a result. The property is within the R-1 Residential Zoning District, and is located in the 5th Ward. The aforesaid plans were prepared by Nave Newell, Inc., Wayne, PA, dated January 15, 2021, and last revised July 12, 2021; subject to compliance of the Planning Commissions recommendations.

Roll Called.

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

19. Resolution No. 2244-2021 **Funding – Storm Sewer Repairs**

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt Resolution 2244-2021 authorizing (2) storm sewer projects located at Frederick & Ellis Roads and at Euclid Avenue, respectively, to be funded through available monies within the Water, Sewer & Broadband Infrastructure category of the Haverford Township American Rescue Plan Act Spending Structure adopted by the Board of Commissioners at its August 9, 2021 meeting.

Roll Called.

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

20. Resolution No. 2245-2021 **ARLE Grant – Haverford Road**

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to adopt Resolution No. 2245-2021 that the Board of Commissioners of the Township of Haverford, Delaware County, and it is hereby resolved by authority of the same, that the Finance Director/Assistant Township Manager, Aimee M. Cuthbertson, of said POLITICAL SUBDIVISION be authorized and directed to sign the attached Automated Red Light Enforcement Program Project Funding Agreement on its behalf.

Roll Called.

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

21. Contracts/Agreements

Public Works – Seasonal Leaf Collection

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to approve Independent Contractor Agreement with PAR – Recycleworks, Philadelphia, PA for services related to seasonal leaf collection.

Roll Called.

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

Storm Sewer Repairs - Frederick and Ellis

Motion made by Commissioner Siegel and seconded by Commissioner Quinn to award a Storm Sewer Repairs contract to N. Abbonizio, in the amount of $359,540.00, submitting the lowest responsible bid.

Roll Called.

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

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

Michelle Alvare – 134 Hastings Avenue

Ms. Alvare asked for clarification for the upcoming COVID locations and times.

Ross Anderson – Heatherwood Road

He seconds the matter of sidewalks.
This Board continues to serve the community well.

23. New business

Commissioner Cavender has the utmost respect for Andy Lewis and will try to provide the best attention to the 5th Ward. She is glad to be here with everyone.

24. Other business

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio congratulated Laura Cavender, Judy Trombetta and Sheryl Forste-Grupp.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva also welcomed the three new Commissioners.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey also welcomed Laura, Sherry and Judy to the Board. We will continue to do our best.

The Board has their Preliminary Budget Meeting on November 15th.

This years' Chilly 5K Run will be held on December 4th at 9 a.m.

Commissioner McCloskey reminded everyone if they are interested in volunteering on Boards and Commissions, the deadline is November 12th.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel welcomed Laura Cavender. He is glad to see a more diverse Board. There will be more challenges along the way.

Upon no longer being a Commissioner in January, he will be addressing the issues of hate in this country.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender also reminded everyone of the need for volunteers on various Boards and Commissions. She is aware that there are openings on the Human Relations Commission.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler welcomed Laura Cavender and also congratulated Commissioners Hart and Holmes; also Commissioner elects Forste-Grupp and Trombetta and others.

The next Hilltop Civic Association meeting will be held November 18, 2021. They are looking for more volunteers. Santa Sunday is in the works.

Commissioner Wechsler thanked the Parks and Recreation Department for reopening Richland Park.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn congratulated all those who ran in the General Election.

Darby Road is now open!

Happy Thanksgiving to all!

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Hart, spoke on behalf of Commissioner Holmes who was absent. He graciously accepts his reelection.

Gerard T. Hart, M.D. – 8TH Ward Commissioner

Commissioner Hart congratulated Laura.

He stated that the Board has a lot of work to do.

25. Announcements:

BOARDS AND COMMISSIONS - RESUMES – DEADLINE – FRIDAY, NOVEMBER 12TH

2022 PRELIMINARY BUDGET MEETING – NOVEMBER 15 2021, 7:00 p.m.

26. All Commissioners agreed to adjourn.

MINUTES
PRELIMINARY BUDGET MEETING

SPECIAL MEETING
Board of Commissioners
Township of Haverford

November 15, 2021
Monday – 7:00 p.m.
Commissioners Meeting Room

1. Opening of Meeting – Commissioner Gerard T. Hart, President, opened the meeting and asked for a moment of silence for Mr. Hughes, Lower Merion Principal, who was killed in an automobile accident and for the Hughes Family.

a. Roll Call – 8 Commissioners were present at roll call: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart. Commissioner Oliva was absent.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Finance Director/Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Dan Mariani, Public Works Director and Joe Celia, Codes Enforcement Director.

b. Pledge of Allegiance

2. Citizen's Input – AGENDA ITEMS ONLY – no one spoke.

3. Budget Hearing and Preliminary Adoption of Year 2022 Budget

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler 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 2022.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

4. Presentation of Preliminary Budget by David R. Burman, Township Manager

See attachment. Contents are also on the township website.

5. Ordinance No. P21-2021 **Sewer Rental Charge (1st Reading)**

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P21-2021 fixing the annual sewer rental or charge for each property connected to the sewer to $4.65 per 1,000 gallons of water consumed or used by said property.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

6. Ordinance No. P22-2021 **Trash Fee (1st Reading)**

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P22-2021 fixing the Township of Haverford Trash Fee at $250.00 per year.

After much discussion regarding the County's letter of their increase, Commissioner Holmes made a motion to increase the trash fee to $275.00 which was seconded by Commissioner Quinn.

Roll Called.

All 8 Commissioners voted Yes: Commissioners D'Emilio, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

7. All Commissioners agreed to adjourn.

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard McCabe
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

Memorandum

To: Board of Commissioners

From: David R. Burman, Township Manager/Secretary

Date: October 31, 2021

Subject: 2022 Budget Proposal

BUDGET MESSAGE

On behalf of the entire staff of Haverford Township, I am pleased to present the proposed 2022 Operating Budget and 4-Year Capital Improvement Program.

The Township budget is the financial blueprint for implementation of policy decisions in the upcoming fiscal year. In accordance with the requirements of the Home Rule Charter, we present the proposed budget with preliminary financial projections for three additional years. We present the budgets for 2023, 2024 and 2025 for illustration and planning purposes only. For those years, we assume flat revenues and growth in expenditures based on known increases in areas such as debt service and labor contracts. We utilize a CPI Index to make assumptions in other budget categories.

As in previous years, this proposed budget represents our commitment to building and investing in a high quality community as cost effectively as possible. We renew our commitment to the following:

- Provide a broad range of public safety and community services;
- Maintain and improve Township roads, parks and infrastructure;
- Protect the natural environment; and,
- Maintain the vibrant set of recreational programs and services our residents enjoy.

The general operating budget supports our core mission of delivering essential municipal services including police, fire, emergency medical services, recycling, curbside yard waste

collections, solid waste disposal, parks and recreation, snow removal, shade tree services, code enforcement, annual curbside leaf vacuuming and many others.

The purpose of this budget message is to highlight and summarize key information included in the Township's 2022 proposed budget, to recommend a supportable solution to balance the budget and to apprise the Board of Commissioners and residents of Haverford Township of the fiscal plans and challenges that lie ahead.

While the general purpose of the budget as a financial guide for the coming year remains constant, we have a renewed appreciation for sound financial practices. After successfully navigating an unprecedented pandemic in 2020 and the unknown circumstances that followed in the 2021 budget, we enter 2022 even more secure in our financial footing. In August, Moody's Investor Service reaffirmed Haverford Township's Aaa bond rating.

However, 2022 presents unique challenges as our residents and businesses continue to battle the lasting economic effects of COVID-19. In addition, many landowners are still reeling from the tax implications associated with last year's countywide reassessment. We have incorporated these considerations, among many others, into the 2022 budget. As always, our budgets incorporate the broad theme of "long-term financial sustainability" as we maintain service levels and strive to enhance the quality of life in Haverford Township.

THE BUDGET PROCESS

The budget process begins in August of each year when department heads receive general instructions to prepare operating and capital budget requests. We derive revenue projections from historic / current trends and knowledge of local events and economic indicators. The Finance Department prepares an initial preliminary budget with each department's original expenditure requests. The Township Manager then reviews the initial preliminary budget, identifies constraints and recommends adjustments where appropriate. The Finance Department then develops a final preliminary budget and the Township Manager presents it to the Board of Commissioners for further consideration prior to adoption of a final budget.

2022 BUDGET SUMMARY

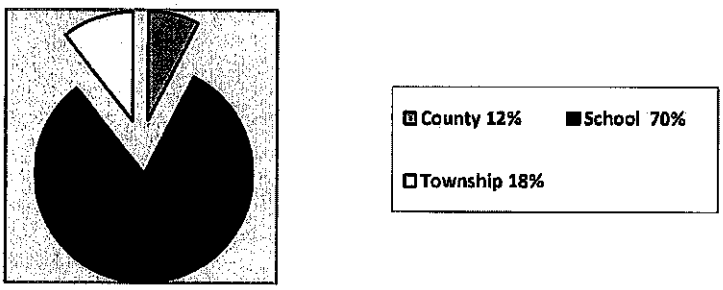
Every governmental entity faces the unenviable task of providing high quality public services within the constraints of its financial position. The general aversion to large real estate tax increases, coupled with increased operational costs and increased demand for services, makes the budget process difficult for virtually every taxing authority in the United State of America. In 2021, fully acknowledging the economic effects of both the COVID-19 Pandemic and the countywide reassessment, staff recommended no tax increase --- and the Board of Commissioners agreed. Heading into 2022, we recognize many residents continue to struggle in

the aftermath. **Consistent with our approach in 2021, we recommend a 0% increase in the Township real estate tax rate. If approved, the rate will remain 4.218 mills.**

Haverford Township takes pride in providing a comprehensive trash and recycling program to our residents. These services are essential to our quality of life. Our robust program includes twice a week trash collection, weekly recycling collection, weekly brush collection, bi-annual shredding events and electronic waste events. As we adapt to changes within the solid waste and recycling industry, including changes to the pricing structure at the Delaware County Solid Waste Authority, staff recommends **an increase of $5 (or 2%) per year in the trash/recycling fee, taking us to $250 per residential unit.**

Sanitary sewer is another essential public service. Haverford Township's sewer fees depend largely upon our water consumption as recorded and reported by Aqua PA. Overall, water consumption in Haverford Township decreased this year, which is positive for the environment. However, because sewage processing and treatment costs depend on other drivers (labor, benefits, utilities, etc.), the reduction in water consumption does not translate into dollar-for-dollar cost savings. For long-term planning purposes, we recommend discussions and analysis of a flat system of billing (on an equivalent unit basis) for potential implementation in the future. **For 2022, we propose increasing the sewer rate from $4.55 per 1,000 gallons of water used to $4.65 per 1,000 gallons. The $.10 increase (or 2.2%) per 1,000 gallons represents an average increase of $3 per year for sanitary sewer service.**

HAVERFORD TOWNSHIP REAL ESTATE TAX MAKEUP



SUMMARIZED GENERAL FUND BUDGET COMPARISON 2022/2021

	2022	2021	+/-
Total General Fund Revenues	$46,567,428	$47,459,900	($892,472)
Total General Fund Expenditures	$46,567,428	$47,459,900	($892,472)
Municipal Tax Levy (mills)	4.218	4.218	-0-
Trash collection fee	$250.00	$245.00	$5.00/yr

SUMMARIZED SEWER FUND BUDGET COMPARISON 2022/2021

	2022	2021	+/-
Total Sewer Fund Revenues	$4,738,144	$5,050,000	($311,856)
Total Sewer Fund Expenditures	$4,738,144	$5,050,000	($311,856)
Sewer rent rate (per 1,000g)	$4.65	$4.55	$.10

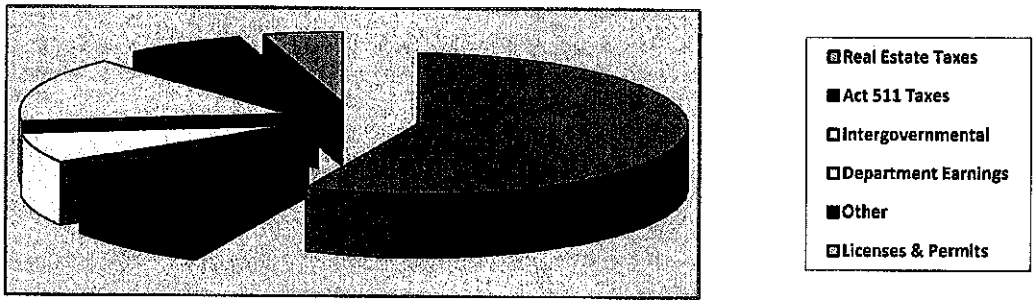
GENERAL FUND REVENUE OVERVIEW

Real estate taxes continue to be the main source of Township revenues, representing $26.4 million (or 56.7%) of general fund revenues.

Realty transfer taxes have been extremely high since 2016. This is both a function of high volume and higher sale prices, a sign that Haverford Township is a desirable place to live and work. Nevertheless, we continue to utilize conservative estimates for our transfer tax revenue to avoid relying on temporary, unsustainable revenue spikes.

Business taxes are based on prior year receipts. In our 2021 budget, we prepared for a sharp drop in our business taxes as a direct result of COVID-19 in 2020. Fortunately, our business tax revenues (while still down) remained relatively solid in 2021, demonstrating the strength and resilience of our local business community. Barring any additional COVID spikes that would lead to economic restrictions, we are hopeful that 2021 represented the height of any business tax losses we sustain because of the pandemic. With that in mind, we have restored our business tax revenue budget to pre-pandemic levels.

Haverford Township
Revenue Structure



Revenue from our building and codes department continues to grow. We expect this trend to continue, notwithstanding the County's creation of a health department (and the Township's loss of revenue for health related inspection).

Investment income remains stagnant as we face the same reduced interest rates that residents see in their own bank accounts. Of course, investments by Pennsylvania municipalities are restricted based on safety and liquidity. Regardless of current rates, we share the Commonwealth's philosophy and recognize the importance of liquidity and safety when investing public funds.

Inter-governmental revenues pose an interesting challenge, as they can be difficult to rely upon, especially in an unpredictable political climate. Absent advice to the contrary, we assume flat annual pension aid from the Commonwealth of Pennsylvania. In addition, we have received notification from the Commonwealth that our highway aid will be approximately $20,000 lower in 2022 (compounded by a reduction of $70,000 in 2021), which results in greater demands on general revenues.

With regard to departmental revenues, our recreation department faces a re-invigorated demand for programs. Therefore, the proposed budget includes pre-pandemic levels of revenue. Meanwhile, at the Skatium, there is high demand for organized ice rentals (figure skating and hockey leagues), but less demand for public skating and group rentals. This, too, is reflected in the proposed budget.

The proposed increase in the annual trash and recycling fee will not only help us maintain our target of 80% cost recovery through fees, but also help expand the Township's recycling programs. In 2022, we plan to increase our E-Waste drop-off events to two (2), as well as the placement of a drop off container for small household electronics at 1014 Darby Road. We have also dedicated additional funding to explore composting opportunities.

As you may recall, during 2021 we had planned to utilize $2.9 million of reserves to balance the general fund budget. (Of that $2.9 million, only $1.5 million were unrestricted funds. The balance of $1.4 million were restricted to roadwork.) The better than anticipated economic rebound in 2021 rendered the use of unrestricted funds unnecessary. In fact, we anticipate ending 2021 with a surplus.

Although we head into 2022 on a positive note, a great deal of uncertainty remains. The global pandemic persists, unemployment is nearly 5% and many Haverford Township landowners are still reeling from the effects of the countywide reassessment completed last year. Under the circumstances, we believe a tax increase could place a significant hardship on our residents and businesses, and slow the economic recovery. Therefore, after a great deal of deep consideration, **we propose no tax increase and, instead, recommend utilizing $720,000 of unrestricted reserves.**

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. Our recommendation therefore, is to utilize unrestricted reserves with the knowledge that our reserves remain in very healthy territory.

GENERAL FUND EXPENDITURES OVERVIEW

The proposed budget includes the projected impact of a new civilian collective bargaining agreement. Personnel costs (e.g. wages, health benefits, pension benefits, workers' compensation, and payroll taxes) represent approximately 62.2% of our budget. This is not unexpected, as "people" are at the core of every service we deliver. There are no new full-time positions budgeted in 2022 and any new hires would fill vacancies created through natural attrition.

For the FIFTH year in a row, our health care consortium secured a 0% increase in our health insurance premiums. The benefits of our participation in this consortium cannot be overstated, as we enter 2022 with a two-month payment holiday (saving the Township almost $800,000). Likewise, our self-insured prescription, dental, and vision benefit costs continue to outperform professional forecasts and we are hopeful this trend will continue into 2022.

The official valuation of our pension plans took place in 2021, as required, with favorable results. The Township's annual Minimum Municipal Obligation decreased from $5.8 million to $4.9 million. We continue to fund the pension plans using market value calculations and we applied the planned 0.5% reduction in our assumed rate of return (from 8.0% to 7.5%).

The proposed budget includes a 3% increase in operational funds for the Haverford Township Free Library and for each of the five volunteer fire companies. The proposed budget also includes an increase to the Shade Tree Commission to fund additional tree giveaway events in the coming year, which we hope will include nonresidential properties as well.

In the face of uncertainty regarding capital projects, the budget includes additional debt service to cover $25 million of new borrowing in 2022. Including the debit service on this anticipated borrowing, debt service costs represent 10.7% of the general fund budget.

SEWER FUND OVERVIEW

Sewer rent charged to all properties on public sewer represents the largest revenue generator of this fund at $4.6 million. Sewer rents are based on water usage readings as supplied to us by Aqua PA for the period (10/1/2020 – 9/30/2021). As discussed earlier, the proposed budget includes an increase of $.10 per 1,000 gallons of water consumed, due to the combination of reduced water consumption and increased costs for collection, conveyance and treatment. The reduction in water usage began prior to the anomaly of last year's quarantines, with a large number of people confined to home during the pandemic. Other revenue line items, such as

investment earnings and lateral permits, supplement our major revenue source in the sewer fund. The ending fund balance, which is restricted to sanitary sewer purposes, remains very healthy.

Sewage processing fees paid to downstream authorities represent 66% of our sewer fund expenditures. The budget includes processing fees paid to Radnor-Haverford-Marple Sewer Authority ($1.6 million) and to Upper Darby Township ($1.5 million), with pass through costs to Delcora and the City of Philadelphia systems. Township personnel costs represent just 16% of the operating budget in the sewer fund.

AMERICAN RESCUE PLAN ACT FUND OVERVIEW

In May 2021, the Township received its first payment of $9.9 million through the American Rescue Plan Act (ARPA). We expect the second (and final) payment of $9.9 million in May 2022. Under current federal guidelines, all funds must be committed no later than December 31, 2024 and all expenditures incurred by December 31, 2026. While the Board of Commissioners must approve every project in accordance with applicable procurement laws, the proposed budget includes utilization of $4.6 million of ARPA funds in 2022, as follows:

Business Façade Improvement Matching Grant Program	$275,000
Darby Road Streetscape – Phase 3	$455,000
Oakmont South Wall Mural Project	$35,000
Installation of accessible sidewalks along Township Line (Farwood Rd)	$100,000
Business Start-Up Grants to Women & Minority Business Enterprises	$500,000
Various sanitary sewer linings throughout the Township	$150,000
Various park and trail projects throughout the Township	$1,185,000
Various stormwater projects throughout the Township	$1,905,000

In addition, the proposed capital improvement plan (see below) includes $5.4 million of ARPA projects in future years, with formal approval and determination by the Board of Commissioners to follow.

CAPITAL PROJECTS OVERVIEW

The proposed budget in the capital projects fund represents a long-term plan. The appearance of a project in the proposed budget does not mandate its completion; the Board of Commissioners must approve each project in accordance with relevant procurement laws. Frequently, the Township defers planned projects to future years because of operational or financial challenges. For example, the COVID-19 pandemic created circumstances beyond our control and resulted in the delay or deferral of a number of capital projects. The 2022 budget

includes many of these projects, as well as a number of projects in process that we discussed as part of the 2021 budget.

The 2022 proposed budget includes the following noteworthy projects:

- Solar panel purchase and installation on selected Township facilities
- New rink doors at Skatium
- Parking improvements at Mill & Karakung SEPTA site
- Continued work on Manoa Road bridge and continuation of Pennsy Trail (awaiting final PennDOT approvals/design/bid/construction)
- Continued support of historic properties
- Funding for a formal energy efficiency & usage study
- Potential installation of another electric vehicle charging station at the CREC
- Capital improvements at the public works yard
- Fire and emergency medical apparatus
- Library project renovations
- Burmont & Glendale Road reconfiguration
- Wynnefield Drive stormwater mitigation study

HIGHLIGHTS AND SUMMARY

- **0% real estate tax increase**
- **$5 trash and recycling fee increase**
- **$.10/1,000 gallon sewer rent increase ($3.00 average increase property)**
- **3.5% wage increase assumed for civilians; 2.75% contractual increase for uniformed personnel**
- **Assumes $25 million of new borrowing for capital projects**

Haverford Township is committed to delivering our services at the lowest, responsible costs we can. Cost containment is a discipline along all Township departments and this proposed budget continues the constraint on spending. Like any other organization, public or private, we have fixed costs. Unlike the private sector, local governments are in the business of providing an array of services to a community specifically to enhance the quality of life of its residents.

Our entire staff works very hard to continue offering the highest level of services to the more than 49,000 residents that call Haverford Township "home". We hope the Board of Commissioners and residents will view the proposed 2022 budget as both proactive and responsive to the needs and situations in which we all find ourselves in at this moment. As always, we look forward to discussing, fine-tuning and finalizing the proposed budget so that we can enter 2022 with a solid financial framework for continued service to the residents and businesses of Haverford Township.

"DRAFT"

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

IN RE: APPEAL OF THE HAVERFORD TOWNSHIP FREE LIBRARY ASSOCIATION FROM THE DECISION OF OCTOBER 7, 2021 OF THE HAVERFORD TOWNSHIP ZONING HEARING BOARD	: CIVIL ACTION : : : : NO. CV-2021-009064

STIPULATION

And Now, this _____ day of December, 2021, the parties in the above-captioned zoning appeal (Haverford Township Free Library Association "Library", Haverford Zoning Hearing Board "ZHB" and Haverford Township "Township") desiring to resolve the issues between them and believing that such resolution is in the best interests of the citizens of Haverford Township agree as follows:

1. The Library will supply two additional book-drop boxes for the return of materials to the Library, at two offsite locations serving distinct areas of Haverford Township to be determined by the Library in areas not currently served by an existing drop box. (It is the hope and intention of the parties that these boxes will alleviate the number of automobile trips to the Library for the purpose of returning materials.)

2. The Library will comply with the stormwater regulations of the Township and will screen roof top mechanical equipment from street view and from 2nd and 3rd floors of adjacent buildings.

3. The Library will revise its construction plans to pull the outer walls of the proposed new second story back from the property lines of adjacent residential properties, other

Dr. Gerard Hart
For Haverford Township

Phil Goldsmith
for the Haverford Library

By:_____
James J. Byrne, Jr., Esq
Counsel For Haverford Township

By:_____
Andy Freimuth, Esq
Counsel for the Haverford Library

By:_____
Robert Kane
For Haverford Township Zoning
Hearing Board

By:_____
William Malone, Jr., Esq
For Zoning Hearing Board

ORDINANCE NO. P20-2021

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 175-28C: Parking of Commercial Vehicles Prohibited at all Times

Establish:

N. Belfield Avenue both sides from Steel Road extending 160 feet past 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 13th day of December, 2021.

TOWNSHIP OF HAVERFORD

BY: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman, Township Manager/Secretary

TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO P23-2021

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 a renewal lease agreement with Shef & Sons LLC, dba Hav-A-Burger, Essington, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

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 10th day of January, 2022.

TOWNSHIP OF HAVERFORD

By: _____
President

Attest: _____
David R. Burman
Township Manager/ Secretary

TOWNSHIP OF HAVERFORD

ORDINANCE NO. P24-2021

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT

Whereas, the Township's Home Rule Charter requires that the Township adopt an ordinance authorizing the purchase, conveyance or lease of real property;

Whereas, the Township desires to enter into an easement agreement for the installation of right of way including a bikeway easement for the purpose of completing the project known as the Pennsy Trial at 365-403 West Chester Pike, Folio Number 22-03-00958-10 (the "Property");

Whereas, the Property lies within the Township's boundaries;

Whereas, this Board of Commissioners deems it to be in the best interests of the health, safety and welfare of the residents of the Township that the Township enter into said easement agreement to permit the installation of a bikeway easement for the purpose of completing the Pennsy Trail Project;

Now, therefore, the Township of Haverford hereby ordains that:

Section 1 – The Township is hereby authorized to enter into easement agreement granting the Township the right to construct a bikeway easement across the real property identified as 365-403 West Chester Pike and more specifically identified as Delaware County Tax Folio Number 22-03-00958-10. Said easement area is more fully described in the attached Exhibit "A" Legal Description of the Proposed Bikeway Easement.

Section 2 – Severability

Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

Section 3 – Repealer

All Ordinances, Resolutions or parts of Ordinances or Resolutions inconsistent with this Ordinance, or any part hereof are hereby repealed.

Enacted and Ordained this day of 2022.

TOWNSHIP OF HAVERFORD

BY: _____

President
Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT

EXHIBIT "A"
(Legal description)

Prepared by:

James J. Byrne, Jr., Esquire
McNichol, Byrne & Matlawski, P.C.
1223 North Providence Road
Media, PA 19063

Record and return to:

James J. Byrne, Jr., Esquire
McNichol Byrne & Matlawski, P.C.
1223 North Providence Road
Media, PA 19063

ADDENDUM TO DEED OF EASEMENT

1. Grantor, Llanerch Shopping Center, L.P., (identified as Owner in the Deed of Easement) is the owner in fee simple of a certain tract of land located in Haverford Township, Delaware County, Pennsylvania, more particularly described in the Recorder of Deeds Office in and for Delaware County, Folio No. 22-03-00958-10 ("Property").

2. Grantee, Haverford Township (identified as Purchaser in the Deed of Easement), wishes to construct a bikeway ("Bikeway") on a portion of the Property ("Trail Easement Area") in accordance with the plans attached hereto, prepared by Pennoni Associates, Inc. and dated April 13, 2021, for the purpose of completing the project known as the Pennsy Trail. (The plans and legal description are attached hereto as exhibits "A" and "B," respectively).

3. Grantor and Grantee are parties to that certain Deed of Easement dated as of the date hereof (the "Easement") wherein Grantor granted Grantee a bikeway easement and such other estate(s), if any, as more fully set forth in the Easement and this Addendum to Deed of Easement is made pursuant to the Easement and is intended to be a part thereof.

4. Termination of Temporary Easement. The Temporary Construction Easement granted herein shall automatically terminate and expire and be of no further force or effect, without the need of further action by either Grantor or Grantee and without the necessity of recording any additional documents forty-five (45) days after final inspection and acceptance of all work by the Township and PennDOT and the closure/termination of all permits associated with the project.

5. Grantee, for itself and its successors and assigns, shall and hereby agrees to indemnify, defend and hold harmless Grantor (and Grantor's directors, officers, employees, successors and assigns and tenants) from all costs, losses, damages and expenses, including, without limitation, attorney's fees, arising out of or resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with occurrences in or public use of the Bikeway or the Trail Easement Area, provided that nothing contained herein shall require Grantee to indemnify Grantor against matters resulting from the gross negligence or willful acts or omissions of Grantor or its employees or agents.

6. Other than claims against a political subdivision under the provisions of the Eminent Domain Code, 26 Pa. C.S. §101 et seq., the Grantor does not release Grantee from claims related to the destruction of the property of the Grantor by reason of the within construction.

7. Maintenance. The maintenance, repair, restoration and care of the Bikeway and Trail Easement Area shall be the sole responsibility of the Grantee. Grantee shall also comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the Bikeway and the Trail Easement Area and Grantee's exercise of the rights herein conferred, and Grantee shall maintain and keep the Bikeway and the Trail Easement Area in good, safe and reasonably attractive condition.

8. Grantee shall keep the Bikeway and Trail Easement Area free from liens and shall not interfere with the operation of the Llanerch Shopping Center. Grantee shall have any lien filed by any contractor, materialmen, or third party engaged by Grantee to perform work within the Trail Easement Area discharged and/or removed within thirty (30) days of notice from Grantor. Nothing herein is intended to modify or limit the benefit to Grantor and its tenants of the provisions of The Recreational Use of Land and Water Act, 68 Pa. C.S.§477-1 et. seq., including the exclusions from liability for claims against Grantor and its tenants arising from public use of land for recreational purposes without charge.

9. In the event of breach of any of the provisions of the Deed of Easement by Grantee or users of the Bikeway or the Trail Easement Area, Grantee shall remedy such breach promptly upon notice from Grantor and if the Grantee fails to do so Grantor may restrict entry onto the Property to the Bikeway and Trail Easement Area until such breach is cured.

[Signatures on next page]

INTENDING TO BE LEGALLY BOUND, the undersigned Owner and Holder, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date.

Witness/Attest:

ATTEST

_____

LLANERCH SHOPPING CENTER, L.P.
Owner and Grantor

By: Llanerach Shopping Center, Inc., its General Partner

By: _____

Print: _____

ATTEST

_____

THE TOWNSHIP OF HAVERFORD, a Township of the First Class
Holder and Grantee

By: _____
Township Manager/Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the day of , 202__, before me, a Notary Public, the undersigned officer personally appeared David Burman who acknowledged himself to be the Township Manager and Secretary of Haverford, and that he as Manager/Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of Haverford by himself as the Manager/Secretary of the Township of Haverford

IN WITNESS WHEREOF, I have hereunto set my hand and official seal:

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the day of , 202__, before me, a Notary Public, the undersigned officer personally appeared who acknowledged himself to be the of Llanerach Shopping Center, L.P., and that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Llanerach Shopping Center, L.P. by himself or herself on behalf of the corporation.

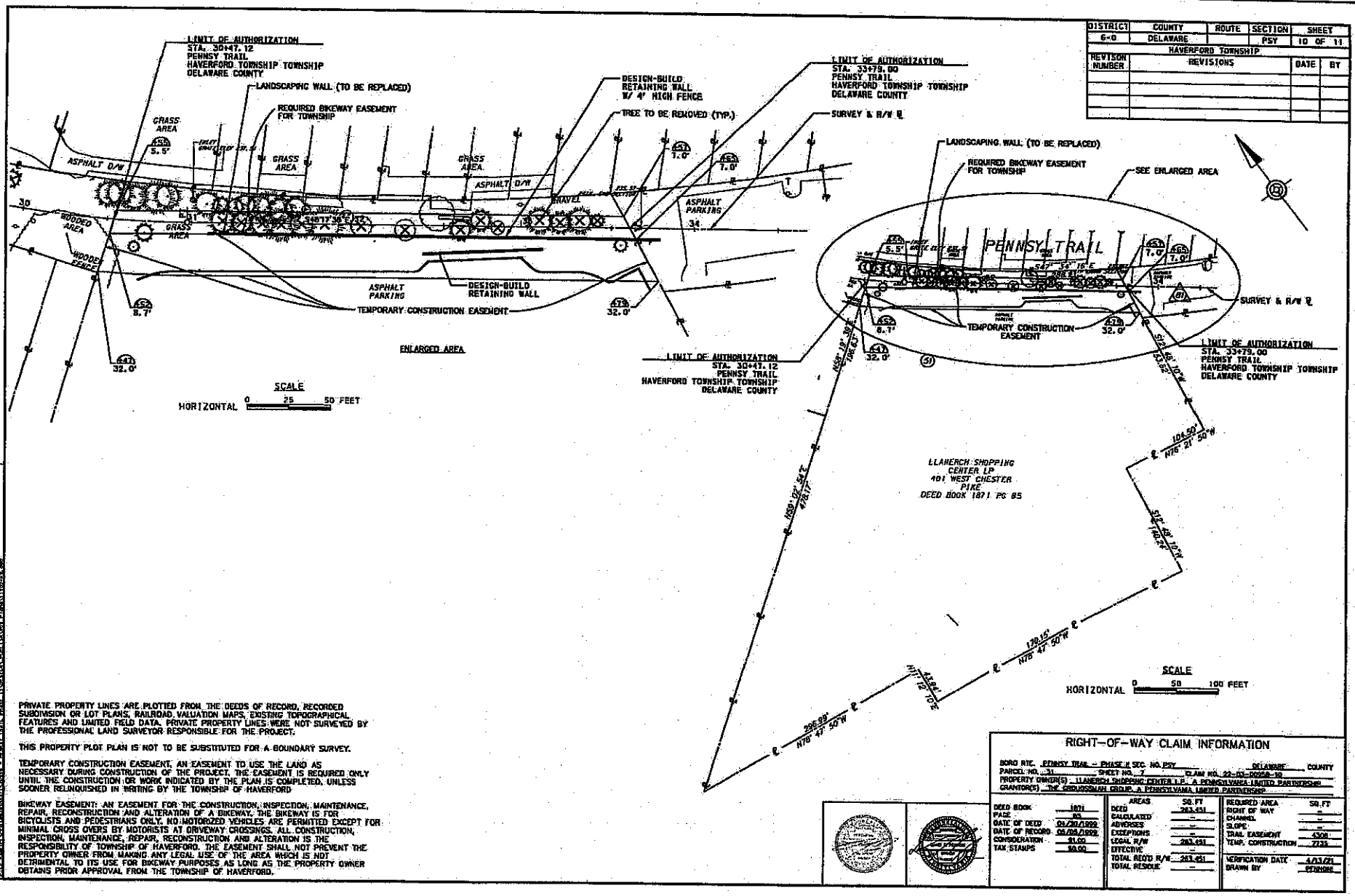
IN WITNESS WHEREOF, I have hereunto set my hand and official seal:

_____
Notary Public

ADDENDUM TO DEED OF EASEMENT

EXHIBIT "A"

(Plans prepared by Pennoni Associates, Inc. dated April 13, 2021)



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	DELAWARE		PSY	10 OF 11
HAVERFORD TOWNSHIP				

REVISION NUMBER	REVISIONS	DATE	BY

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, RAILROAD, VALUATION MAPS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT: AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP OF HAVERFORD

BIKEWAY EASEMENT: AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A BIKEWAY. THE BIKEWAY IS FOR BICYCLISTS AND PEDESTRIANS ONLY. NO MOTORIZED VEHICLES ARE PERMITTED EXCEPT FOR MINIMAL CROSS OVERS BY MOTORISTS AT DRIVEWAY CROSSINGS. ALL CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION IS THE RESPONSIBILITY OF TOWNSHIP OF HAVERFORD. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR BIKEWAY PURPOSES AS LONG AS THE PROPERTY OWNER OBTAINS PRIOR APPROVAL FROM THE TOWNSHIP OF HAVERFORD.

RIGHT-OF-WAY CLAIM INFORMATION

BORO RTE. PENNSY TRAIL - PHASE II SEC. NO. PSY DELAWARE COUNTY
PARCEL NO. 31 SHEET NO. 7 CLAIM NO. 32-03-00058-10
PROPERTY OWNER(S) LLANERCH SHOPPING CENTER L.P. A PENNSYLVANIA LIMITED PARTNERSHIP
GRANTOR(S) THE GROSSMAN GROUP, A PENNSYLVANIA LIMITED PARTNERSHIP

DEED BOOK	1871
PAGE	85
DATE OF DEED	04/30/1999
DATE OF RECORD	05/05/1999
CONSIDERATION	$1.00
TAX STAMPS	$0.00

AREAS	SQ. FT
DEED	263,451
CALCULATED	--
ADVERSE	--
EXCEPTIONS	--
LEGAL R/W	263,451
EFFECTIVE	--
TOTAL REQ'D R/W	263,451
TOTAL RESIDUE	--

REQUIRED AREA	SQ. FT
RIGHT OF WAY	--
CHANNEL	--
SLOPE	--
TRAIL EASEMENT	4308
TEMP. CONSTRUCTION	7735
VERIFICATION DATE	4/13/21
DRAWN BY	PENHORE

ADDENDUM TO DEED OF EASEMENT

EXHIBIT "B"

(Legal description)

METES AND BOUNDS DESCRIPTION
Proposed Bikeway Easement
Township of Haverford in the County of Delaware
Commonwealth of Pennsylvania

All that Certain Parcel of Land identified as "Proposed Bikeway Easement" situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania in accordance with a plan entitled "Drawings Authorizing Acquisition of Right-of-Way for Pennsy Trail Section Psy" drawing T101-RW, project number HAVT30516, prepared by Pennoni Associates, Inc., dated 04/13/2021.

Beginning at a common point in Lands N/F David and Patricia McBride and Lands N/F of Llanerch Shopping Center, LP, thence the following two courses and distances;

a. Leaving said point, North 59° 02' 54" East, a distance of 478.17' along the Westerly line of Lands N/F of Llanerch Shopping Center, LP, thence;

b. Along said line, North 58° 19' 39" East, a distance of 163.61' to the Place and Point of Beginning; thence the following four courses and distances;

1. Departing from said point, South 48° 17' 36" East, a distance of 313.56' to a point at Station 33+65 on said plan, thence;

2. North 12° 48' 10" East, a distance of 15.99' to a point at Station 33+57 on said plan, thence;

3. North 48° 17' 36" West, a distance of 301.65' to a point at Station 30+55 on said plan, thence;

4. South 58° 19' 39" West, a distance of 14.61' feet to a point, said point being the Point and Place of Beginning.

Containing within these metes and bounds 4,306 square feet or 0.09885 acres.

BEING KNOWN AS: **Proposed Bikeway Easement**

Prepared By:

Return To: Township of Haverford
1014 Darby Road
Havertown, PA 19083

Site Location: Llanerch Shopping Center

LPS - 12 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Pennsy Trail Section PSY & SR1002 Section PSY
COUNTY	Delaware
MUNICIPALITY	Haverford Township
PARCEL NO.	51
CLAIM NO.	22-03-00958-10
CLAIMANT	Haverford Township

DEED OF EASEMENT

THIS INDENTURE, made by Llanerch Shopping Center L.P. owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Haverford Township, hereinafter called the GRANTEE,

W I T N E S S E T H :

WHEREAS the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a bikeway easement and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE a bikeway easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by the Grouossam Group of Pennsylvania, dated May 5, 1999 and recorded in Deed book 1871, page 85. This conveyance contains 4,306 square-feet and is identified on GRANTEE plans as Parcel 51, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the GRANTEE, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

1014 Darby Road, Havertown, Pa 19083

Witness my hand this _____ day of _____, _____

_____
Agent for the Grantee

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

GRANTOR:

Llanerch Shopping Center L.P.

(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

INDIVIDUAL

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared

_____

_____

_____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it.

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

_____ [*Signature*]
_____ [*Title*]

[*Seal*]

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared

_____, who acknowledged _____self to be the _____ [*title*] of _____ [*name of entity*], and that as such _____ _____ [*title*], being authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the entity as _____ [*title*].

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

_____ [*Signature*]
_____ [*Title*]

[*Seal*]

LPS - 27 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Pennsy Trail Section PSY & SR1002 Section PSY
COUNTY	Delaware
MUNICIPALITY	Haverford Township
PARCEL NO.	51
CLAIM NO.	22-03-00958-10
CLAIMANT	Haverford Township

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this day of , by Llanerch Shopping Center L.P. Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, his heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and Haverford Township, hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of zero ($0.00) Dollars, the Owner hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is December 2022. The temporary easement for construction area is 7,735 square-feet.

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

OWNER:

Llanerch Shopping Center L.P.
(Name of Entity)

BY:_____

BY:_____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY:_____
Haverford Township
David R. Burman, Township Manager

LEASE

FOR

Rental of the Skatium Café

BETWEEN

The Township of Haverford and Shef & Sons LLC

THIS LEASE is made as of the 1st day of February 2022 between the Township of Haverford (referred to as "Landlord") with its principal place of business located at 1014 Darby Road, Havertown, PA 19083, and Shef & Sons, LLC, a Pennsylvania limited liability company with its principal place of business located at 129 Chippewa, Essington, PA 19029 (collectively referred to as "Tenant"). In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Leased Premises.** The Leased Premises are those described as "The Skatium Hav-A-Burger" located at the Skatium, 1018 Darby Road, Havertown, Pennsylvania 19083.

2. **Term.** The term of this lease shall be for a period of **TWENTY-FOUR (24)** months and shall commence on **February 1, 2022** and end on **January 31, 2024**. ("Lease Term")

3. **Rent.** The monthly rent amount for the leased premises is **ONE THOUSAND TWO HUNDRED FIFTY** Dollars ($1,250.00) per month to commence on February 1, 2022 thru January 31, 2023 and increase to **ONE THOUSAND THREE HUNDRED** Dollars ($1,300.00) per month to commence on February 1, 2023 thru January 31, 2024. Additionally, for each party hosted by the café on or after February 1, 2022, the café will remit $50 for use of the party room. This additional rent shall be remitted by the end of the month in which the party occurs.

4. **Security Deposit.** The Tenant shall not be required to make a security deposit to Landlord.

5. **Occupancy and Use**. The Leased Premises shall be solely occupied by Tenant and used as a café providing food and refreshments to the users of The Skatium **AS WELL AS THE GENERAL PUBLIC**. Unless otherwise approved by the Skatium Operations Manager, the café must be open and operational during the following events: (i) all Family and/or Public skating sessions; and (ii) high school or college hockey games. Tenant shall be permitted to open café at any other time during which the Skatium is open to the public and Skatium personnel are working.

6. **Renewal Notice.** Ninety (90) days prior to the end of this Lease, Landlord will either express its desire to not renew the lease or request an extension for an additional two-year period. Should tenant not wish to enter into renewal discussions, a written notification of that fact delivered to the Township Manager is required at least ninety (90) days prior to the end of this Lease.

7. **Repairs.** Tenant must take good care of the leased premises and of all the equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by, or as a result of, any acts or neglect of Tenant, its invitees, and its guests. Landlord shall be responsible for any repair to the electrical and heating systems resulting from

ordinary wear and tear or old age, and to the roof, the supporting walls, and the foundation, floors and plumbing systems, that are the result of ordinary wear and tear or old age. Tenant shall be responsible for all other repairs required to the interior of the café.

8. **Alterations.** Tenant must have Landlord's written consent before making any alterations, improvements, or installations to the café premises. Landlord's written consent for approval of any alterations, improvements, or installations to the café premises shall include written approval from the following entities: (i) the Skatium; (ii) the Haverford Township Code Enforcement Department; and (iii) the Haverford Township/Delaware County Health Officer. The parties must decide, in writing, whether the alteration, installation, or improvement shall be surrendered as part of the premises at the end of the lease or belong to the Tenant. In absence of such writing it shall be assumed that the alteration, installation, or improvement shall be surrendered as part of the premises when the Lease comes to term.

9. **Maintenance.** The Tenant shall maintain the café premises in a clean and sanitary condition at all times. At the end of the term, Tenant shall leave the café premises in the condition it was received, with the exception of ordinary wear and tear. Landlord shall require the café exterior that faces into the Skatium to be re-painted by May 31, 2022 at a color and time to be determined in consultation with the Skatium Manager.

10. **Assignment/Subletting**. Tenant may not assign or sublet the Leased Premises without the written consent of the Landlord.

11. **Utilities.** Tenant is responsible for the payment of all **TELECOMMUNICATIONS SERVICES**. Utilities including gas, electric, and water **ARE INCLUDED IN THE MONTHLY RENT PAYMENT.**

12. **Real Estate Taxes.** All property taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part, during the term of this lease, shall be the responsibility of the Landlord. To the extent the renovations of the café trigger any increase in assessment value of the Property and the imposition of any additional taxes based thereon, it is expressly understood that Tenant shall be solely responsible for such increase real estate taxes.

13. **Landlord's right to re-enter.** The Landlord may, at reasonable times, enter the Leased Premises to inspect it, or make repairs or alterations, and to show to potential buyers, lenders, or tenants. However, the Landlord must get approval from the Tenant to enter the premises if such entry would interfere with the Tenant's use of the Leased Premises.

14. **Pets**. Tenant may not keep or bring pets into the Leased Premises. This restriction does not apply to service pets accompanying disabled customer/business invitee of the Tenant.

15. **Laws and Regulations.** Tenant must comply with all laws, regulations, ordinances that are effective during the term of the lease, pertaining to the use of the café premises. All violations on the Leased Premises pre-dating this agreement shall be the sole responsibility of the Landlord. If the Tenant's activities increase the Landlord's insurance premium, Landlord must give notice of

such an increase in writing to the Tenant, and Tenant shall in five (5) days, either cease such activities or pay the Landlord for the increase.

16. **Default/Abandonment.**

    a. If the Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written right to cure such default. If the Tenant fails to cure such default within sixty (60) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises, and remove the Tenant, all other occupants, and their possessions.
    b. If Tenant abandons or vacates the Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at its option, relet the Premises. Landlord shall have a duty to mitigate its damages. If the Landlord is unable to relet the Leased Premises for as much rent as would have been paid by the Tenant, during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after the abandonment without liability and apply the proceeds to reduce such difference.

17. **Liability of Landlord and Tenant.** The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees, and licensees.

18. **Insurance and Indemnity.** Tenant shall carry, during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death; and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than $1,000,000 per occurrence, and fire insurance in an amount not less than $500,000 for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the café Premises or the occupancy or use by Tenant for the café Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

19. **Notices.** All notices, rent payments, request, and other communications under this Lease shall be in writing and shall be sent by first class mail, hand delivery, or as required by law, addressed as follows:

    If intended for Landlord:
    David Burman, Township Manager
    Haverford Township
    1014 Darby Road
    Havertown, PA 19083

DRAFT

If intended for Tenant:
Shef and Sons, LLC
129 Chippewa Street
Essington, PA 19029

20. **Modification.** This Lease may be modified by a written agreement signed by all parties.

21. **Counterparts**. This Lease may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

22. **Whole Agreement**. All understandings and agreements heretofore had between the parties hereto, whether oral or written, are merged into this Lease, which alone fully and completely expresses their agreement.

23. **Severability.** If any provision of this Lease shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

24. **Governing Law.** This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the Court of Common Pleas of the County of Delaware, Pennsylvania.

IN WITNES WHEREOF, and intending to be legally bound hereby, the parties hereto have executed the Lease on the day and year first above written.

For Landlord, Haverford Township:

David R. Burman Township Manager/Secretary	President Board of Commissioners

For Tenant, Shef & Sons, LLC:

Shefqet Osmanollaj	Leotrom Osmanollaj
Perparim Osmanollaj	Shkelqim Osmanollaj

DRAFT

RESOLUTION NO. 2238 - 2021

WHEREAS, the Board of Commissioners wish is for individuals to enjoy open space and recreation; 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 1st, 2022 to December 29th, 2022

From - 7 am to Dusk

Including the following HOLIDAYS – Monday 4th of July 2022, Thanksgiving Thursday November 24th, 2022, and Christmas Sunday December 25th, 2022.

WHEREAS, the Board of Commissioner's designate Haverford Police Department's – 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, authorize this recreational project.

RESOLVED this 13th day of December, 2021.

TOWNSHIP OF HAVERFORD

By: Gerard T. Hart
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2022 - 2021

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 2022 unless otherwise advertised.

BOARD OF COMMISSIONERS

TUESDAY, January 4, 2022 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 7
March 7
April 4
May 2
June 6
July – NO WORK SESSION
August 1
September 6 – TUESDAY (Day after Labor Day)
October 3
November – NO WORK SESSION
December 5

REGULAR MEETINGS – 7:00 P.M.

January 10
February 14
March 14
April 11
May 9
June 13
July 11
August 8
September 12
October 11 – Tuesday (Day after Columbus)
November 14
November 21 – Prelim. Budget Meeting
December 12 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE	**1st Wednesday, 7:30 PM, Meeting Room B**
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, 7:30 PM, Meeting Rooms A/B**
HEALTH ADVISORY BOARD	**2ND Tuesday, 7:00 PM, Meeting Room B (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 B January, March, May, September and November**

HISTORICAL COMMISSION	**3rd Monday, 7:00 PM, Meeting Room B**
SENIOR CITIZENS ADVISORY BOARD	**3rd Tuesday, 7:00 PM, Meeting Room B** **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 B** **(Quarterly – February, May, September, December)**
SHADE TREE COMMISSION	**4TH Monday, 7:30 PM, Meeting Room B**
LIBRARY BOARD	**3RD Wednesday, 7:00 PM, Library Board Room**
PARKS AND RECREATION	**4TH Tuesday, 7:30 PM, Meeting Rooms 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 Holidays

Passover – No meetings beginning 4 p.m. Friday, April 15, 2022

Rosh Hashanah – No meetings beginning 4 p.m. Sunday, September 25th and No Meetings on Monday, September 26th and Tuesday, September 27th.

Yom Kippur – No meetings beginning 4 p.m. Tuesday, October 4th and No Meetings on Wednesday, October 5th, including the evening of October 5th.

Election Days

Primary - May 17, 2022

General – November 8, 2022

RESOLVED THIS 13th day of December, 2021.

Township of Haverford

By: Gerard T. Hart
President

Attest: David R. Burman, Township Manager

TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

GERARD T. HART, MD, PRESIDENT
CONOR F. QUINN VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP MANAGER
JAMES BYRNE JR. ESQ, SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1st Ward Stephen D'Emilio
2nd Ward Mario A. Oliva
3rd Ward Kevin McCloskey, ESQ
4th Ward Daniel J. Siegel, ESQ
5th Ward Bernard J. McCabe, Sr.
6th Ward Larry Holmes, ESQ
7th Ward Conor F. Quinn
8th Ward Gerard T. Hart, MD
9th Ward William F. Wechsler

HAVTT 20456 December 7, 2021

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: Euclid Avenue
Storm Sewer Replacement
Contract No. SS-44

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Monday, December 6, 2021 at 10:00 a.m. for the above referenced contract. The low bidder was Premier Concrete, Inc. of Broomall, PA with a bid of $241,480.00. We have worked with Premier Concrete in the past, and have found their work to be satisfactory.

We recommend the Township consider awarding the project to Premier Concrete, Inc. in the amount of $241,480.00 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/rg
\\pennoni.com\data\Accounts\HAVTT\HAVTT20456 - Euclid Ave Storm Sewer Replacement\DOC PREP\BID TAB LTR (HAVTT20456).docx

The Township of Haverford
Tabulation of Bids Received Until 10:00 AM
Prevailing Time on December 6, 2021

CONTRACT NO. SS-44
EUCLID AVENUE
STORM SEWER REPLACEMENT

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Premier Concrete, Inc. 2327 West Chester Pike Broomall, PA 19008		Foresite Concepts, Inc. 3553 W. Chester Pike Suite 337 Newtown Square, PA 19073		N. Abbonizio Contractors, Inc. 1250 Conshohocken Road Conshohocken, PA 19428		DePaul and Company, Inc. 1000 Germantown Pike Suite D-4 Plymouth Meeting, PA 19462		Ply-Mar Construction Co. Inc. 565 Plymouth Road Plymouth Meeting, PA 19462	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
44-1	1 LS	Mobilization and Demobilization	$ 15,000.00	$ 15,000.00	$ 6,448.00	$ 6,448.00	$ 17,100.00	$ 17,100.00	$ 2,000.11	$ 2,000.11	$ 45,000.00	$ 45,000.00
44-2	1 LS	Furnishing, Installation, Maintenance and Removal of Temporary Controls	$ 10,000.00	$ 10,000.00	$ 6,336.00	$ 6,336.00	$ 8,900.00	$ 8,900.00	$ 5,000.00	$ 5,000.00	$ 12,000.00	$ 12,000.00
44-3	1 LS	Replacement of Inlet 2	$ 12,500.00	$ 12,500.00	$ 10,012.00	$ 10,012.00	$ 12,320.00	$ 12,320.00	$ 19,345.00	$ 19,345.00	$ 14,000.00	$ 14,000.00
44-4	1 LS	Replacement of Inlet 3	$ 12,500.00	$ 12,500.00	$ 10,012.00	$ 10,012.00	$ 17,850.00	$ 17,850.00	$ 12,679.00	$ 12,679.00	$ 8,000.00	$ 8,000.00
44-5	1 LS	Connection of New 38" x 57" Storm Sewer to Existing Manhole No 1	$ 7,500.00	$ 7,500.00	$ 1,052.85	$ 1,052.85	$ 7,920.00	$ 7,920.00	$ 10,900.00	$ 10,900.00	$ 2,800.00	$ 2,800.00
44-6	235 LF	Installation of New 38" x 57" Elliptical Corrugated Metal Storm Sewer	$ 450.00	$ 105,750.00	$ 600.00	$ 141,000.00	$ 428.00	$ 100,580.00	$ 458.00	$ 107,630.00	$ 535.00	$ 125,725.00
44-7	50 CY	Plain Cement Concrete or Cement Grout	$ 150.00	$ 7,500.00	$ 252.00	$ 12,600.00	$ 320.00	$ 16,000.00	$ 225.00	$ 11,250.00	$ 175.00	$ 8,750.00
44-8	75 CY	Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone	$ 35.00	$ 2,625.00	$ 63.00	$ 4,725.00	$ 155.00	$ 11,625.00	$ 111.00	$ 8,325.00	$ 60.00	$ 4,500.00
44-9	305 LF	18-Inch Concrete Curb	$ 50.00	$ 15,250.00	$ 45.00	$ 13,725.00	$ 62.00	$ 18,910.00	$ 68.00	$ 20,740.00	$ 25.00	$ 7,625.00
44-10	290 SF	4-Inch Concrete Sidewalk	$ 20.00	$ 5,800.00	$ 31.00	$ 8,990.00	$ 21.00	$ 6,090.00	$ 35.00	$ 10,150.00	$ 12.00	$ 3,480.00
44-11	100 SF	6-Inch Concrete Driveway Aprons	$ 22.00	$ 2,200.00	$ 37.00	$ 3,700.00	$ 42.00	$ 4,200.00	$ 37.00	$ 3,700.00	$ 20.00	$ 2,000.00
44-12	2 EA	Handicap Ramps	$ 5,000.00	$ 10,000.00	$ 796.00	$ 1,592.00	$ 3,680.00	$ 7,360.00	$ 5,500.00	$ 11,000.00	$ 3,000.00	$ 6,000.00
44-13	175 SY	Base Paving Restoration	$ 85.00	$ 14,875.00	$ 108.00	$ 18,900.00	$ 90.00	$ 15,750.00	$ 95.00	$ 16,625.00	$ 92.00	$ 16,100.00
44-14	370 SY	Variable Depth Mill and 1 1/2-Inch Overlay	$ 54.00	$ 19,980.00	$ 48.00	$ 17,020.00	$ 40.00	$ 14,800.00	$ 55.00	$ 20,350.00	$ 18.00	$ 6,660.00
		TOTAL BID FOR CONTRACT NO. SS-44	$241,456.00		$268,112.85		$259,405.00		$259,584.11		$282,840.00	
		Bid Security	Yes		Yes		Yes		Yes		Yes	

ITEM NO.	ESTIMATED QUANTITY/UNIT	DESCRIPTION	Eagle Contracting, Inc. 1150 Boot Road Downingtown, PA 19335		MOR Construction Services, Inc. 139 Schoolhouse Lane Glen Mills, PA 19342		Gordon H. Baver, Inc. 187 W Eighth Street Pennsburg, PA 18073		A.J. Jurich, Inc. 4500 Concord Road Aston, PA 19014		Donato Sparvento & Sons, Inc. 4258-66 Macalaster Street Philadelphia, PA 19124	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
44-1	1 LS	Mobilization and Demobilization	$ 28,500.00	$ 28,500.00	$ 14,000.00	$ 14,000.00	$ 23,000.00	$ 23,000.00	$ 12,840.00	$ 12,840.00	$ 10,001.05	$ 10,001.05
44-2	1 LS	Furnishing, Installation, Maintenance and Removal of Temporary Controls	$ 36,000.00	$ 36,000.00	$ 3,500.00	$ 3,500.00	$ 32,000.00	$ 32,000.00	$ 4,039.00	$ 4,039.00	$ 12,600.00	$ 12,600.00
44-3	1 LS	Replacement of Inlet 2	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 5,216.00	$ 5,216.00	$ 18,314.00	$ 18,314.00
44-4	1 LS	Replacement of Inlet 3	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 17,000.00	$ 17,000.00	$ 11,882.00	$ 11,882.00	$ 12,240.00	$ 12,240.00
44-5	1 LS	Connection of New 38" x 57" Storm Sewer to Existing Manhole No 1	$ 1,850.00	$ 1,850.00	$ 5,500.00	$ 5,500.00	$ 8,500.00	$ 8,500.00	$ 7,007.00	$ 7,007.00	$ 4,800.00	$ 4,800.00
44-6	235 LF	Installation of New 38" x 57" Elliptical Corrugated Metal Storm Sewer	$ 585.00	$ 137,475.00	$ 397.00	$ 93,295.00	$ 405.00	$ 95,175.00	$ 572.00	$ 134,420.00	$ 752.77	$ 176,900.95
44-7	50 CY	Plain Cement Concrete or Cement Grout	$ 50.00	$ 2,500.00	$ 475.00	$ 23,750.00	$ 280.00	$ 14,000.00	$ 446.00	$ 22,300.00	$ 600.00	$ 30,000.00
44-8	75 CY	Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone	$ 35.00	$ 2,625.00	$ 250.00	$ 18,750.00	$ 135.00	$ 10,125.00	$ 155.00	$ 11,625.00	$ 67.00	$ 5,025.00
44-9	305 LF	18-Inch Concrete Curb	$ 22.50	$ 6,862.50	$ 70.00	$ 21,350.00	$ 50.00	$ 15,250.00	$ 77.00	$ 23,485.00	$ 48.00	$ 14,640.00
44-10	290 SF	4-Inch Concrete Sidewalk	$ 12.50	$ 3,625.00	$ 28.00	$ 8,120.00	$ 20.00	$ 5,800.00	$ 34.00	$ 9,860.00	$ 17.00	$ 4,930.00
44-11	100 SF	6-Inch Concrete Driveway Aprons	$ 18.50	$ 1,850.00	$ 37.00	$ 3,700.00	$ 30.00	$ 3,000.00	$ 46.00	$ 4,600.00	$ 22.00	$ 2,200.00
44-12	2 EA	Handicap Ramps	$ 7,500.00	$ 15,000.00	$ 6,500.00	$ 13,000.00	$ 1,750.00	$ 3,500.00	$ 1,861.00	$ 3,722.00	$ 3,000.00	$ 6,000.00
44-13	175 SY	Base Paving Restoration	$ 55.00	$ 9,625.00	$ 165.00	$ 28,875.00	$ 140.00	$ 24,500.00	$ 186.00	$ 32,550.00	$ 52.00	$ 10,850.00
44-14	370 SY	Variable Depth Mill and 1 1/2-Inch Overlay	$ 25.00	$ 9,250.00	$ 65.00	$ 24,050.00	$ 65.00	$ 24,050.00	$ 31.00	$ 11,470.00	$ 42.00	$ 15,540.00
		TOTAL BID FOR CONTRACT NO. SS-44	$272,182.50		$277,890.00		$283,460.00		$294,816.00		$324,348.00	
		Bid Security	Yes		Yes		Yes		Yes		Yes	

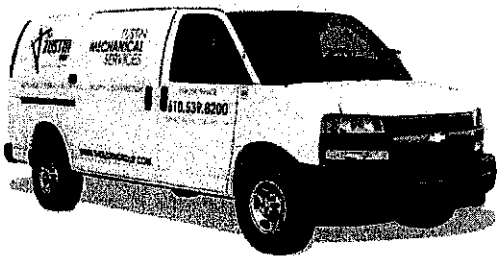
COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DAVID G. PENNONI
ENGINEER
No.39235

We Declare this to be a true Tabulation of Bids
Received on December 6, 2021 by the Township of Haverford
for Contract No. SS-44 Euclid Avenue Storm Sewer Replacement

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

THE TUSTIN GROUP
Integrated Building Services



MECHANICAL / ENERGY / WATER / FIRE / SECURITY / CONSTRUCTION

Tustin Mechanical Services

Partnering With

Skatium

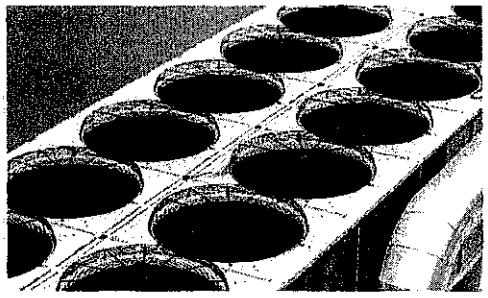
Mechanical Investment Service Agreement

Date:
10/6/2021

Proposal Number:
PCN35588

Prepared For:
Skatium
1018 Darby Road
Havertown, PA 19083

Prepared By:
Cyndi Kirkpatrick
(610) 539-8200
ckirkpatrick@thetustingroup.com



THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

MECHANICAL SYSTEMS - SERVICE AGREEMENT

Company Name:
Tustin Mechanical Services
2555 Industry Lane
Norristown, PA 19403

Ph: (610) 539-8200 Fax: (610)-539-2890

Proposal Date: 10/6/2021
Proposal Number: PCN35588
Agreement Number:

Customer Name:	Agreement Location:
Skatium 1018 Darby Road Havertown, PA 19083 Main Contact: Skatium	Skatium 1018 Darby Road Havertown, PA 19083 Site Contact: Skatium

Tustin Mechanical Services will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Comprehensive Two (C2) **SCHEDULES:** *Equipment Schedule

Agreement coverage will commence on 1/1/2022.

The Agreement price is $8,500.00 per year, payable in advanced installments of $2,125.00 per Quarter beginning on the effective date of 1/1/2022 through 12/31/2023.

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 2 years 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:

Authorized Signature

Print Name

Title

Date

CUSTOMER:

Authorized Signature

Print Name

Title

Date

EQUIPMENT LIST:

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location
1	CHLR 001	Carrier	30HXC118R-6-LA	2504Q04052	100 Ton	Mechancial Room
1	CHLR 002	Carrier	30HXC118R-6-LA	2504Q04035	100 Ton	Mechanical Room
2	CTWR 001	BAC	VTO-107-L		100 Ton	Roof
2	Tower Pump	TACO	5 HP			
2	Brine Pump	TACO	25 HP			
3	PMP 001				5 HP	
1	PMP 001				5 HP	
1	Dehumidification Unit	Munters	DDA2520-1300			Front Ground
1	AHU 001	n/a			5 BTU	Ceiling Pro Shop
3	Fan 001	Greenheck			5 HP	Roof
2	BLR 001	Weil Mclian	LGB9		1.4 HP	Mechanical Room
1	Comp 001	Speedaire	5Z698A		1	Second Floor

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

SPECIAL CONDITIONS:

Tustin Mechanical Services will perform (6) six 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 (4) four Mid-Season Operating 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 replaced by Skatium.

Contract customers will receive priority emergency response time within 4 hours or less 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 straight time and $187.50 / hour overtime.

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

MAINTENANCE PROGRAM: Comprehensive Two (C2)

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL 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 equipment to determine its operating condition and efficiency. Typical activities include:
*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, 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, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
*CLEANING outdoor coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
*ALIGNING belt drives; drive couplings; coil fins, etc.
*CALIBRATING safety controls; temperature and pressure controls, etc.
*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and
feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

THE TUSTIN GROUP
Integrated Building Services

MECHANICAL / ENERGY / WATER / FIRE / SECURITY

TERMS & CONDITIONS: Comprehensive Two (C2)

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. If the initial inspection or initial seasonal start-up indicates 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 other costs.

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 more than thirty (30) days 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. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.

8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Service Provider assumes reasonable access to all equipment and no lifts are included unless otherwise stated. Service provider reserves the right to remove any equipment deemed inaccessible or unsafe from the equipment covered under this agreement.

9. 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.

10. In the event Service Provider must commence legal action in order to recover any amount payable or owed to service provider, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

11. 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.

12. 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.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, 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

TERMS & CONDITIONS: Comprehensive Two (C2)

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 indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and Notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

15. 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.

16. 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.

17. 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.

18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

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 29, 2021

To: Dave Burman – Township Manager

From: Brian Barrett – Parks and Recreation Director

Subject: Invoice for Commissioners meeting agenda December 13, 2021 –

Attached is a quote for the purchase of new fitness equipment for the CREC.
The amount is $22,872.08 and it is on CoStars 014-016.

DocuSign Envelope ID: 6FBB17BB-0443-47BA-82A8-343E605DE0CC

QUOTE

Quote# 3511502 - 2R

LIFEFITNESS FAMILY OF BRANDS

Bill To

TOWNSHIP OF
HAVERFORD
2325 DARBY RD
HAVERTOWN,DELAWARE
PA 19083
US

Contact:
Cell:
Office:
Email:

Ship To

TOWNSHIP OF
HAVERFORD
9000 PARKVIEW DR
HAVERFORD, DELAWARE
PA 19041
United States

Contact: JACKIE ODOHERTY
Cell:
Office:
Email: JODOHERTY@HAVTWP.ORG

Shipment Priority: STANDARD
Requested Delivery Date: 20-JAN-2022

SALES REPRESENTATIVE

LIZ WOOLBERT
Cell: 732-232-7962
Office: 732-232-7962
Email: Liz.Woolbert@lifefitness.com

Life Fitness

Corporate Address:
10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:
2716 Network Place,
Chicago,IL
60673, USA

ONSITE CONTACT

Cell: 484-380-2730
Email: Jackie O'Doherty <JODoherty@HAVTWP.ORG>
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	**INRS** INTEGRITY S RECUMBENT BIKE w/SL - Recumbent Bike Base Arctic Silver/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	3,809.00	-1,523.60	2,285.40	4,570.80
2	**INCS** INTEGRITY S UPRIGHT BIKE w/SL - Upright Bike Base Arctic Silver/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	1	3,549.00	-1,419.60	2,129.40	2,129.40
3	**OP-LP** AXIOM LEG PRESS - Platinum Frame///Black Uph/Full Shroud *Total 3,461.50*	1	4,739.00	-1,421.70	3,317.30	3,317.30
	Full Shroud	1	206.00	-61.80	144.20	144.20
4	**SAC** SIGNATURE ARM CURL - UPH.BLK	1	1,169.00	-350.70	818.30	818.30
5	**SS-GL** INSIGNIA SERIES GLUTE - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim *Total 3,612.00*	1	4,799.00	-1,439.70	3,359.30	3,359.30
	C-LB Weight Stack	1	155.00	-46.50	108.50	108.50
	Full Shroud	1	206.00	-61.80	144.20	144.20
6	**SS-TP** INSIGNIA SERIES TRICEPS PRESS - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim *Total 3,570.00*	1	4,739.00	-1,421.70	3,317.30	3,317.30
	C-LB Weight Stack	1	155.00	-46.50	108.50	108.50

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QUOTE

Quote# **3511502 - 2R**

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	Full Shroud	1	206.00	-61.80	144.20	144.20
7	**SURCHARGE** Inflationary Commodity Surcharge	1	1.00	1,088.42	1,089.42	1,089.42

DocuSign Envelope ID: 6FBB17BB-0443-47BA-82A8-343E605DE0CC

QUOTE

Quote# 3511502 - 2R

PO Number		**Subtotal**		
Payment Type		List Price		27,542.00
Payment Terms	NET 30	Adjustment and Surcharge	-1	8,290.58
Freight Terms		Selling Price		19,251.42
FOB				
		Freight/Fuel/Installation		3,620.66
		Tax	TAXES AS APPLICABLE	
		Total(USD)		22,872.08

Notes:
COSTARS 014-016

DS
BB

QUOTE

Quote# **3511502 - 2R**

ADDITIONAL TERMS OF SALE:

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at https://www.lifefitness.com/en-us/legal/terms-conditions; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Any additional or different terms or conditions which appear on Customer's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
3. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
4. All shipments of Products shall be F.O.B., Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
5. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
6. Life Fitness may ship partial orders.
7. Orders canceled by Customer within 60 days prior to the requested delivery date based on Section 13 below, or after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request or due to Customer's failure may result in storage fees.
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
13. Due to global fluctuations in transportation costs that are outside the control of Life Fitness, Life Fitness reserves the right to adjust the prices contained herein at the time of shipment for freight and installation in accordance with corresponding increases in costs imposed by freight carriers (i.e. transportation via truck, train, ship or aircraft) and/or directly related to performing the installation (i.e. delivery and labor). In addition, where: (i) the parties agree that the requested delivery date shall be more than 4 months after the date of this Quote (evan if this Quote is not executed), (ii) due to any delay falling within the Customer's responsibilities, the actual delivery date is made more than 4 months after the date of this Quote, or (iii) the actual delivery date shall be more than 4 months after the date of this Quote (except if the delay was due to the sole fault of Life Fitness), then Life Fitness shall be entitled to increase the agreed prices appropriately if Life Fitness experiences any increase in its costs relating to: raw materials and/or labor costs related to personnel responsible for manufacturing, assembling and/or delivering and installing the products, macroeconomic conditions such as taxes, tariffs or duties, natural disasters, and labor shortages/strikes. This shall be in addition to other remedies available under these terms and conditions.
14. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
15. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
16. Life Fitness disclaims all warranties for third party products sold to Customer, except that Life Fitness will, to the extent permissible, pass through to Customer all available warranties and provide all available applicable original manufacturer warranties for third party products. Customer agrees to look solely to the manufacturer or vendor of such products and services for any customer support or warranty claims. The manufacturer's or vendor's terms and conditions, including warranties, are located on their website or upon request to the manufacturer or vendor.
17. For any Subscription Services purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Master Subscription Agreement found at https://www.lifefitness.com/en-us/legal/subscriptions; and (b) the subscription period set forth in this Quote ("Subscription Term") shall be non-cancelable from activation and will automatically renew for a term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription charges. Either Customer or Life Fitness may elect to terminate any Subscription Services by providing notice in compliance with the Subscription Agreement.
18. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
19. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DS BB

ADDITIONAL TERMS OF SALE – CONSUMERS:

20. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at https://www.lifefitness.com/en-us/legal/terms-conditions, as may be amended from time to time.
21. **ALL SALES ARE FINAL.** NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.
22. All Items above shall apply except for Items No. 1, 2, 4, 7, 8 and 13.

Brian Barrett

Quote Approval	DocuSigned by: Brian Barrett 83C8A34D17F5466...	USD OPERATING UNIT
Signature		Signature
Name		Name
Title	Parks and Recreation Director	Title
Date of Acceptance	Nov 27, 2021 | 9:28 AM CST	
Company	TOWNSHIP OF HAVERFORD	

QUOTE

Quote #	Quote Date
AVTQ24121-01	11/19/21
Account Manager	
Mike Coxe	

Haverford Township
1014 Darby Road

Havertown PA 19083

Terms	Net 30
Ship Via	Included

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

Attention Rick Maclary
Phone No. (610) 853-1298
Email rmaclary@havtwp.org

Qty	Manufacturer		Description	Unit Price	Ext. Price
			Recommended Upgrades		
			Production / Control Room		
1	Newtek	FG-002671-R001	TriCaster TC410 Plus	$8,857.00	$8,857.00
1	Newtek	FG-002778-R004	TriCaster TC Mini 4K CS	$2,255.00	$2,255.00
1	Newtek	RR2RU3RU	Rack Rails for TC	$288.00	$288.00
2	NEC	E241N-BK	24" Narrow Bezel Desktop Monitor w/ IPS Panel, Integrated Speakers and LED Backlighting * TriCaster Interface, Multiview	$267.00	$534.00
6	Newtek	NSP3GIO	3G SDI Spark Plus I/O SDI Converter	$776.00	$4,656.00
1	Decimator	DEC-MD-CROSS V2	3G/HD/SD-SDI/HDMI Cross Converter	$428.00	$428.00
1	Middle Atlantic	UPS-1000R	Battery Backup & Surge Suppression for Equipment Rack	$969.00	$969.00
1	Netgear	GSM4230P	AV Line 24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch	$1,194.00	$1,194.00
			Field Production		
1	Panasonic	AJ-PX230PJ8	AVC Ultra Camcorder	$3,985.00	$3,985.00
1	Panasonic	AG-VBR89	Additional Battery for Camcorder	$267.00	$267.00
1	Porta-Brace	CAR-3CAM	Carry Case for Camcorder	$175.00	$175.00
1	Libec	LX7M	Tripod System w/ mid-level spreader	$581.00	$581.00

Qty	Manufacturer		Description	Unit Price	Ext. Price
3	SanDisk	SDSDXXY-128G-GN4IN	128GB Extreme PRO SDXC UHS-I Card - C10, U3, V30, 4K UHD, SD Card	$45.00	$135.00
1	Rycote	037705	20cm Hot Shoe Extension * allows for two wireless receivers to be mounted	$39.00	$39.00
1	Sennheiser	ew100ENGG4	Wireless Mic on-camera ENG system * SK 100 G4 bodypack transmitter * EK 100 G4 camera receiver * SKP 100 G4 plug-on Transmitter (use w/ e 835 mic) * ME 2 clip-on microphone * 6 AA batteries * CA 2 camera adapter * CL 1 3.5 mm jack cable * CL 100 XLR to 3.5 mm jack adapter cable	$744.00	$744.00
1	Sennheiser	E835	Cardioid Handheld Dynamic Microphone	$94.00	$94.00
1	Sennheiser	MKE 600	Shotgun Mic with foam windshield and shock mount	$291.00	$291.00
			Outdoor Speaker Upgrade		
2	JBL	C29AV-WH-1	Control 29AV-1 Premium Indoor / Outdoor Monitor Speaker, white	$351.00	$702.00
2	JBL	MTC-29UB-WH	U-bracket for Control 29AV-1, white	$59.00	$118.00
2	JBL	MTC-29MK-WH	Control 29AV Marine-Kit consisting of grille and protective covers for baffle screws, white	$105.00	$210.00
1	Extron	60-1758-01	XPA U 2002 SB Two Channel Bridgeable Output Amp, 200/400 Watts	$500.00	$500.00
1	JBL	EON ONE MK2	EON ONE MK2 All-In-One Rechargeable Column PA with Built-In Mixer and DSP	$1,126.00	$1,126.00
			AVT Technical Services		
1	AVT	MIP	Installation Materials	$625.00	$625.00
1	AVT	Engineering / PM	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	$694.00	$694.00
1	AVT	Installation	Onsite installation, commissioning and testing	$4,107.00	$4,107.00
2	AVT	Training	System Training 1/2 day	$395.00	$790.00
1	AVT	S&H	Ground freight shipping	$200.00	$200.00

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	$34,564.00
Sales Tax	$0.00
Total	**$34,564.00**

Quoted By: Mike Coxe

Quote Date: 11/19/2021

Credit Card No.

Accepted By:

Date

Purchase Order No.

Exp Date

3-digit C.V.V.

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

APPLIED VIDEO TECHNOLOGY - SERVICE BLOCKS

1996 25 YEARS 2021
APPLIED VIDEO TECHNOLOGY
AVT

With an AVT Service Block contract you can be assured that your technology investement will be covered. Service Blocks are an easy and cost effective way to quickly get the service, training and support you need. Do you need a training refresh for a new employee, do you have a quick technical operation question, do you need onsite event support? Under a Service Block Contract just process your request with our service team and we will get you on our schedule.

WHAT YOU GET WHEN PURCHASING AN AVT SERVICE BLOCK

- Troubleshooting
- Online Service & Repair
- Facilitation of Vendor Repairs
- Preventative Maintenance
- System Training
- Digital Signage Software Training
- Digital Signage Template & Content Creation Services
- Product rentals at 50% discounted rate from list prices
- Phone & Email Support
- Priority Response Time

Your hours are good for up to two years and you can add hours on at any time during this period at a 5% discounted rate from pricing below.

AVT SERVICE BLOCK PRICING

Block #1	Block #2	Block #3
15 hours	24 hours	40 hours
$1,989	$3,150	$4,800

Non- service block customer service and support rate is $150/hour (2 hour minimum) for on-site support and $75/hour for phone support (billed in 15 minute increments). A PO or credit card must be on file before support can be scheduled.

To contact AVT support: support@appliedvideo.com or 610-407-0776 8:30AM to 5PM

Above support options are for normal business hours M-F 9am to 5pm. After hour and weekend will be billed appropriately.

AVT
APPLIED VIDEO TECHNOLOGY
T: 610.407.0776
F: 610.407.0775
2218 KIMBERTON ROAD PO BOX 427
KIMBERTON, PA 19442
WWW.APPLIEDVIDEO.COM

Applied Video Technology, Inc (AVT)

Process, Terms, Conditions and Order Acceptance

AVT Process

Thank you for the opportunity to present this proposal. Once AVT receives your signed agreement or Purchase Order the following steps will occur:

Order Review: This meeting is the official hand off between your Account Manager and our Operations Team. At this meeting your Statement of Work (SOW) will be finalized and a Project Manager will be assigned to your project. At the completion of this meeting an AVT project manger will contact you to approve the SOW and share your Project team's contact information. During this process we may reach out to schedule a Project Kick Off call with your team.

Project Engineering: After your order has been turned over to Operations, a Project Engineer will be assigned to your project. During this stage our CTS-D certified Engineers will review your project to confirm complete system functionality and finalize system drawings.

Final Procurement: Once we've received the signed Statement of Work and your project has gone through Engineering, all product and materials orders will be finalized. At this time you will be informed of product ETA's and any possible back orders we may be experiencing with manufacturers.

Scheduling: Our AVT Project Management team will work with you for all scheduling and to communicate with you for any requirements for scheduling, parking, permits, insurance etc. Unless otherwise noted and discussed with your Account Manager, our standard project lead time is 8 – 10 weeks from sign off and receipt of system deposit.

COVID-19 Policy

Applied Video Technology (AVT) COVID-19 Policy is as follows. All customers must agree to the following:

- Agree that if they've been exposed to anyone with the virus or exhibited any symptoms of COVID-19 AVT may not be able to complete onsite installation
- AVT employees will wear masks and if necessary, gloves and expect our customers to do the same while working with AVT installation crews (supplied by client for their use and AVT for our employees use)
- Must practice social distancing
- Minimize unnecessary interactions
- Practicing proper sanitization techniques
- After order acceptance AVT will submit our full COVID-19 Coronavirus Safety statement for your agreement. This document is intended to protect our clients and employees.

Terms

Pricing on this proposal is valid for 30 days from date of issue unless otherwise renewed in writing by AVT. Please note that we are currently experiencing industry wide manufacturer availability issues, shipping delays and product price increases. AVT reserves the right to change pricing and shipping costs as necessary.

AVT Products and services are available on PA Costars contracts 034-027/ 034-030,PEPPM contracts 528897-062/530582-006/528897-292, New Jersey Bid #9763, Technology/AV/Computer & Interactive Whiteboards Supplies and Equipment, NYS Audio Visual Equipment and Accessories Contract No. PC67441, Chester County School Districts' Joint Purchasing Consortium AV/ Technology Bid 2020-2021.

The information included in this proposal is considered confidential and proprietary. If any portion, including equipment, design or other intellectual property contained in this proposal is used to solicit competitive quotes, Applied Video Technology (AVT) reserves the right to invoice up to $2,500 for use of confidential information.

AVT is not responsible if any information or data in this correspondence is incorrect, corrupted or altered after receipt of proposal. AVT reserves its right to revise or withdraw this proposal prior to written acceptance by the Client.

Proposal terms are 50% due with order, balance due upon receipt unless credit terms have been approved by AVT and are noted on the Terms section of the quote.

Partial invoicing for equipment purchased, received and stored by AVT on behalf of the Client shall be acceptable.

Visa, Mastercard and American Express are accepted and may incur a processing fee of up to 3%.

All shipping and handling fees, unless clearly stated otherwise, will be prepaid by AVT and added to final invoice.

AVT is not responsible for the testing, use, or repair of any customer furnished equipment (CFE) unless otherwise noted in the project quote.

A 20% re-stocking and handling fee will be charged on all returned items. Custom items, service blocks and contracts are non- returnable, non-refundable.

Unless otherwise noted, all labor costs are quoted as open shop, non-union, non-prevailing wage, standard first shift pricing. After hours work will require a written change order.

AVT cannot be held responsible for delays in schedules due to manufacturer backorders and delays.

Standard project lead time for Advanced Sales is 4-6 weeks. Customer Purchase Orders must be submitted to AVT accordingly. AVT cannot be held responsible for delays in schedules due to delays caused by other trades.

If training is included as part of an order, AVT reserves the right to invoice for product delivered or installed to the customer, and invoice training separately when completed. Completed training is not a prerequisite for payment of delivered goods.

Sales Agreement

Time of Commencement and Substantial Completion: The work to be performed under the terms of this Agreement shall be commenced upon receipt of this signed Agreement or purchase order and down payment and shall be substantially completed as a useable system as the construction schedule allows. Upon signature of Substantial Completion Acceptance Form, final payment must be submitted to AVT per the established contract terms.

Agreement Sum: The Customer shall pay to AVT for the performance of the work, the dollar amount as stated in the attached proposal subject to additions and subtractions by written change order. No changes to the Agreement sum can be made by either the Contractor or the Owner without a written change order agreed to by both parties.

Title to Goods: Title to goods is retained by AVT until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Owner agrees to keep the goods safe, free from other liens and at the address of the installation.

Warranty: Individual Manufacturers equipment warranties apply. For system installations, with the exception of existing or CFE and wiring, AVT provides a normal warranty, meaning the workmanship provided under this Agreement to be guaranteed free of defects for a period of 30 days from the date of final acceptance or first beneficial use whichever occurs first. AVT will repair or replace, in accordance with the manufacturer warranty, any defective equipment and will correct any defective workmanship during normal business hours while the 30 day warranty is in effect at no cost to the Customer. This warranty does not apply in case of abuse, misuse, neglect, acts of nature, or readjustment of system settings when they have been changed by anyone other than and AVT employee or qualified AVT contractor. If an enhanced or extended warranty option is agreed upon, the 30 day normal warranty will be extended to the length and time frame of that selected warranty.

Agreement: By issuance of a contract or purchase order referencing this Proposal, the Client hereby acknowledges and agrees to comply with these aforementioned terms and conditions of the Proposal.

WES SALTZ
111 Oxford Street, Hanover Twp., PA 18706
215-872-0724

FIRE APPARATUS PROPOSAL

DATE: November 16, 2021

This proposal has been prepared for:

The Township of Haverford

1014 Darby Road

Haverford, Pa 19083

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of First Choice Fire Apparatus (FCFA), the following: an E-ONE TYPHOON CHASSIS, ALUMINUM LOW HOSEBED PUMPER to be done in accordance with the E-One specifications submitted, Configuration Revision # 93 and any subsequent revisions.

ONE (1) E-ONE TYPHOON CHASSIS, ALUMINUM BODY $618,287.00

Six Hundred Eighteen Thousand, Two Hundred Eighty-Seven and ----------00/100

NOTE: This truck is eligible for purchase using the PA COSTARS Program. E-One is a current member.

The supplier number is **013-052** in the Emergency Responder Vehicle Category and is currently valid.

Delivery will be F.O.B. in, Haverford PA and will be made **approximately 600 calendar days** after signing of the approval drawings from preconstruction.

Terms of payment are: Balance in full seven days after truck leaves the factory.

Also available is the **E-One pre-payment discount program**. The one most utilized by fire departments is the 100% pre-pay option. This would realize a discount of approximately $13,525.00 based on the proposal price. The entire contract amount must be pre-paid (cash or lease executed) within 30 days of the contract signing with the discount refunded at the delivery of the truck or deducted from the proposal price. This discount includes a 100% Performance Bond at a value of $2,473.00. If selected, the purchaser would need to identify the position of the discount. The Performance Bond would be provided with-in 10 days of an executed agreement.

There also can be 3% paid on any funds the fire company would put down as down payment. It would earn 3% from time put down until the truck leaves E-One. **There is no pre-payment required it is an option.**

This proposal shall expire unless accepted by December 21, 2021. This expiration date may be extended, in writing, at the discretion of the Company.

Company: **FIRST CHOICE FIRE APPARATUS**

By: *Wesley Saltz*

Wesley Saltz

President

ALL TRAFFIC SOLUTIONS

All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-63614

DATE: 11/30/2021

Mail Purchase Orders to:
3100 Research Dr.
State College, PA
16801

Contract:
Co-Star: 012-133

Questions contact:
MANUFACTURER:
All Traffic Solutions
Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
Township of Haverford
1010 Darby Road
Havertown PA 19083

Billing Contact:

SHIP TO:
Township of Haverford
1010 Darby Road
Havertown PA 19083
Attn: Chris Viola

PAYMENT TERMS:
Net 30

CUSTOMER: Township of Haverford

CONTACT:(610) 853-1298 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	2	$9,050.00	$18,100.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2	$1,500.00	$3,000.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, ($3000 Value, requires Traffic or Message Suite)	2	$0.00	$0.00
4000173	Trailer, ATS-5 (select power separately)	2	$3,950.00	$7,900.00
4100557	hms, Power cord, iA w/ quick connects for trailer	2	$0.00	$0.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	2	$800.00	$1,600.00
4001299	3 Year Warranty	2	$0.00	$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	$0.00	$0.00
4001626	VZW communications prep	2	$0.00	$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr (iA24, SA24)	2	$990.00	$1,980.00
4000740	Trailer Certificate of Origin	2	$0.00	$0.00

4000754	USB cable, 16ft, extra long for trailer or pole	2	$0.00	$0.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	2	$940.00	$1,880.00
4001190	Discount - New Purchase	2	($1,000.00)	($2,000.00)

Special Notes:

SA24 -- Combined Radar and message sign – trailer mounted with 90 watt solar assist – all features activated perpetually (Bluetooth – Data and imaging) 1 year of web services (TraffiCloud) to all 6 Apps (Remote Management – Imaging – Data – Alerts, Mapping and Premier Care warranty) - training. 3- year warranty. Red-Blue Strobes. Customer will pick up.

SALES AMOUNT:	$32,460.00
TOTAL USD:	$32,460.00

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

2022 FINAL BUDGET / REGULAR MEETING
MINUTES

REGULAR MEETING **December 13, 2021**
Board of Commissioners **Monday, 7:00 p.m.**
Commissioners Meeting Room **Township of Haverford**

1. **Opening of Meeting – President of the Board, Commissioner Gerard Hart opened the meeting and indicated that the Board met in Executive Session prior to the meeting.**

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

   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 Township Manager, Chief John Viola and Deputy Chief Joe Hagan, Dan Mariani, Public Works Director, Brian Barrett, Parks & Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer

   b. **Pledge of Allegiance**

2. **Recognition Award presented to Lt. James Kelly from Race for Peace Organization**

***2b. Commissioners Oliva and Siegel's last meeting THANK YOU**

3. **Citizens Forum – 30 Minutes Registered Speakers – AGENDA ITEMS ONLY**

The following individuals all spoke on the Library:

Phil Goldsmith –President

He is in support of the stipulation agreement. We have two options.

Sheryl Forste-Grupp – 107 Llandaff Road

Commissioner-elect thanked both Commissioners Siegel and Oliva and looks forward to the future. She is looking forward to more growth in the township; including building a new library at Brookline.

Emily Woodard - She is in favor to move the library to a new location.

Lauren Friedman - As an avid library user, she stated that a new building is needed.

Ross Anderson – he supports a new library at the Brookline School site. On another topic – the trash fee needs to be visited. One household has one bag vs another with 6 bags.

Bob Dagnazio – 606 Country Club Lane

He questioned and compared variances that went before the ZHB: Llanerch Country Club and the Library. One approved and one denied (under the same section).

Michelle Alvare – Hastings Avenue

She thanked Mario for all his hard work and dedication and for his leadership and support with the Parks and Rec Department. On behalf of the Parks and Rec Board, she thanked Commissioner Siegel for his work on the Dog Park.

END OF REGISTERED SPEAKERS

***Commissioner Holmes asked that the Commissioners move the Approval of the November 15, 2021 Budget Meeting Minutes up to this item. Commissioner D'Emilio seconded. All Commissioners agreed.**
Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve the Budget Meeting Minutes of November 15, 2021. All Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart.

4. Budget Hearing and Adoption

A. Review any changes to 2022 Preliminary Budget

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to accept any changes to the 2022 Preliminary Budget.

Trash Fee was increased but no increase in taxes.

Roll Called.

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

B. Ordinance No. P21 - 2021 Sewer Rental Charge (final reading)

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to adopt the final reading of Ordinance No. P21-2021 authorizing the imposition of an annual sewer rate in the amount of $4.65 per 1,000 gallons of water consumed.

Roll Called.

Commissioners D'Emilio, Oliva, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart

C. Ordinance No. P22 - 2021 Trash Fee (final reading)

Motion made by Commissioner Quinn and seconded by Commissioner Holmes to adopt the final reading of Ordinance No. P22 - 2021 establishing the annual trash fee at $275.

Roll Called.

All 9 Commissioners votes Yes: Commissioners D'Emilio, Oliva, McCloskey, Siegel, Cavender, Holmes, Wechsler, Quinn and Hart

D. Ordinance No. 2944 - 2021 Tax Levy (first reading is a final reading)

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to adopt Ordinance No. 2944 – 2021 fixing the tax rate for the year 2022 at 4.218 mills.

Roll Called.

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

E. Ordinance No. 2945 – 2021 **Budget Appropriations (first reading is a final Reading)**

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to adopt Ordinance No. 2945 - 2021appropriating funds established to be required for specific purpose of financing the municipal government for the year 2022 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, Cavender, Holmes, Wechsler, Quinn and Hart

END OF BUDGET PORTION

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

5. Bureau of Fire Update by Commissioner Wechsler – Tonight's report was presented by Chief Mike Norman, Manoa Fire Company.

6. Township Auditor Update - Mr. Anderson reviewed the expenditures and disbursements and found no irregularities.

7. David R. Burman – Township Manager Update

Mr. Burman extended gratitude to both Commissioners Oliva and Siegel and enjoyed working with them. Thank you.

8. Approval of Minutes **Regular Meeting Minutes of November 8, 2021**

Motion made by Commissioner Holmes and seconded by Commissioner Quinn to approve the Regular Meeting Minutes of November 8, 2021.

Roll Called.

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

9. Approval of Warrants

Motion made by Commissioner Holmes and seconded by Commissioner Wechsler to approve the following warrant #12-2021 totaling $6,599,742.78

General & Sewer fund Payroll for November 10, 2021 in the amount of $689,337.40
General & Sewer fund Payroll for November 24, 2021 in the amount of $963,454.81
General Fund disbursements #12-2021 in the amount of $3,416,041.42

Sewer Fund disbursements #12-2021 in the amount of $168,126.87
Community Development Block Grant Fund disbursement #12-2021 in the amount of $85,250.24
Capital Projects Fund disbursement #12-2021 in the amount of $95,511.53
American Rescue Plan Fund disbursement #12-2021 in the amount of $119,651.78
Debt Service:
- **Series 2018 Interest in the amount of $613,723.75**
- **Series 2020 Interest in the amount of $102,996.25**
- **Series 2021 Principal & Interest in the amount of $333,562.26**

Credit Card Statement ending November 27, 2021 in the amount of $12,086.47

Roll Called.

7 Commissioners voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Cavender, Holmes, Wechsler and Hart.

Commissioners Siegel and Quinn abstained.

10. Collective Bargaining Agreement

Motion made by Commissioner Holmes and seconded by Commissioner D'Emilio to approve a four-year Collective Bargaining Agreement with the Haverford Township Municipal Employee Association beginning January 1, 2022.

Roll Called.

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

11. <u>Settlement and Stipulation</u>: Appeal of the Haverford Township Free Library from the Decision of October 7, 2021 of the Township Zoning Hearing Board

The following language was changed by Commissioner McCloskey and seconded by Commissioner Oliva. All Commissioners said AYE: Motion: to Appeal of the Haverford Township Free Library Association from the Decision of October 7, 2021 of the Haverford Township Zoning Hearing Board No. CV-2021-009064.

To:

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to accept the settlement and stipulaton from the appeal of the Haverford Township Free Library Association from the Decision of October 7, 2021 of the Township Zoning Hearing Board.

Roll Called.

5 Commissioners Voted Yes: Commissioners D'Emilio, Oliva, McCloskey, Quinn and Hart.
4 Commissioners Voted No: Commissioners Siegel, Cavender, Holmes and Wechsler

12. <u>Ordinance No. P20-2021</u> Traffic (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Holmes to adopt the second reading of Ordinance No. P20-2021 authorizing traffic restrictions on the following highways:

<u>Establish</u>:

Parking of Commercial Vehicles Prohibited at all Times

N. Belfield Avenue both sides from Steel Road extending 160 feet past Leedom Road.

Roll Called.

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

13. Ordinance No. P23-2021 Skatium Café Lease Renewal (1st Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Oliva to adopt the first reading of Ordinance No. P23-2021 authorizing the lease of certain grounds between the Township of Haverford and Shef & Sons, LLC.

Roll Called.

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

14. Ordinance No. P24-2021 Llanerch Shopping Center/Pennsy Trail – Easement Agreement (1st Reading)

Motion made by Commissioner Oliva and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P24-2021 AUTHORIZING THE TOWNSHIP TO ENTER AN EASEMENT AGREEMENT FOR PORTIONS OF THE PROPERTY LOCATED AT 365-403 WEST CHESTER PIKE FOR THE ESTABLISHMENT OF A BIKEWAY EASEMENT.

Roll Called.

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

15. Resolution No. 2238 - 2021 2022 Meeting Dates

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to adopt Resolution No. 2238 - 2021 approving the 2022 Board of Commissioners, Boards and Commissions Meetings.

Commissioner Holmes asked that the Primary Date be added; May 17th. All Commissioners agreed.

Roll Called.

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

16. Resolution No. 2239 -2021 2022 Karakung Drive Sunday Closing

Motion made by Commissioner Wechsler and seconded by Commissioner McCloskey to adopt Resolution No. 2239 -2021 commencing: Sunday - and only on Sunday – January 1st, 2022 to December 29th, 2022 From - 7 am to Dusk Including the following HOLIDAYS – Monday 4th of July 2022, Thanksgiving Thursday November 24th, 2022, and Christmas Sunday December 25th, 2022. 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, Cavender, Holmes, Wechsler, Quinn and Hart

17. Contract Awards / Purchases

Public Works – Storm Sewer Replacement

Motion made by Commissioner McCloskey and seconded by Commissioner Oliva to award the Euclid Avenue Storm Sewer replacement contract to Premier Concrete, Broomall, PA, in the amount of $241,480.00; submitting the lowest responsible bid.

Roll Called.

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

Parks & Recreation/CREC – Fitness Equipment

Motion made by Commissioner Oliva and seconded by Commissioner Wechsler to purchase Fitness equipment from Life Fitness, Franklin Park, IL under CoStars Contract #014-016, in the amount of $22,872.08.

Roll Called.

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

Skatium – Mechanical Equipment/Maintenance and Service

Motion made by Commissioner Holmes and seconded by Commissioner Cavender to approve 2-yr contract with The Tustin Group, Norristown to provide preventive maintenance and service on the mechanical and specialized systems within the Skatium facility for the period January 1, 2022 through December 31, 2023 at the rate of $8,500 per year to be billed quarterly.

Roll Called.

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

Cable TV

Motion made by Commissioner Siegel and seconded by Commissioner Oliva to approve purchase of audio/video production equipment for enhancement of cable access channel telecasts to Applied Video Technology, Kimberton, PA through CoStars Contract #034-027 in the amount of $34,564.00.

Roll Called.

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

Manoa Fire Company

Motion made by Commissioner Wechsler and seconded by Commissioner D'Emilio to approve purchase order in the amount of $618,287 for one (1) E-One Typhoon Chassis and Aluminum Low Hosebed Pumper from First Choice Fire Apparatus of Hanover, PA (Pennsylvania Costars Supplier 013-052).

Roll Called.

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

Police Department

Motion made by Commissioner D'Emilio and seconded by Commissioner Quinn to approve a purchase order in the amount of $32,460 for two (2) SpeedAlert-24 Radar Message Signs with trailers and accessories from All Traffic Solutions, Inc. of State College, PA (Pennsylvania Costars Supplier 012-133).

Roll Called.

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

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

Michelle Alvare – Hastings Avenue

Ms. Alvare echoes the trash fee comments. She is asking that the Board form an AdHoc Committee to discuss this issue.

19. New business

Commissioner Holmes acknowledged Township Solicitor Jim Byrne's resignation. Jim Byrne and his firm, are resigning at the end of the year.

20. Other business –

All Commissioners, in their own way, acknowledged and recognized Commissioners Oliva and Siegel for their dedicated service to the township and their friendship.

Steve D'Emilio – 1st Ward Commissioner

Commissioner D'Emilio wished everyone a Happy Hanukkah and a Merry Christmas! Commissioner D'Emilio had the utmost complements for Jim Byrne. He will be missed.

Mario A. Oliva – 2nd Ward Commissioner

Commissioner Oliva also thanked and complemented Jim Byrne – Jim will be missed.

He also thanked Larry Gentile, Lori Widdop, Tim Denny, Richard "Doc" Dougherty, Chief John Viola, Deputy Chief Joe Hagan, Dave Burman and Aimee Cuthbertson; in addition to all township staff that helped him while Commissioner.

Kevin McCloskey, Esquire – 3rd Ward Commissioner

Commissioner McCloskey wished everyone a Happy Holiday.

Dan Siegel, Esquire – 4th Ward Commissioner

Commissioner Siegel thanked everyone for their remarks. More change is coming; which is good.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender wished everyone a happy holiday - stay safe and healthy.

Larry Holmes, Esquire – 6th Ward Commissioner

Commissioner Holmes stated that Jim Byrne will be missed.

William F. Wechsler – 9th Ward Commissioner

Special thanks to the Bon Air Fire and Manoa Fire Company for organizing their annual welcome Santa.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked Commissioner Hart for serving as President this year. He also thanked Jim Byrne for his years of service.

Gerard T. Hart – 8th Ward Commissioner

Commissioner Hart congratulated Commissioner McCloskey for winning the Chilly Trail Run.

Commissioner Hart thanked everyone as he served as President this year. He thanked all EMS, Police and Fire personnel. We have accomplished a lot this year and have taken steps in Climate Control. We will be moving forward on the Library.

Jim Byrne, Esquire – Township Solicitor

Mr. Byrne thanked everyone for all the opportunities the last 15 years.

REORGANIZATION MEETING OF THE BOARD OF COMMISSIONERS

TUESDAY, JANUARY 4, 2022 – 7:30 PM

BEST WISHES IN THE NEW YEAR!

21. All Commissioners agreed to Adjourn.